FULTON COUNTY

INVITATION TO BID 13ITB89797K-JAJ

# Asbestos Abatement & Demolition of Delowe Place Apartments

For

Department of Housing and Human Services

BID DUE DATE AND TIME: October 4, 2013 11:00 A.M.
BID ISSUANCE DATE: September 4, 2013
PRE-BID CONFERENCE DATE: September 16, 2013
PURCHASING CONTACT: James A. Jones
E-MAIL: james.jones@fultoncountyga.gov

LOCATION: FULTON COUNTY DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE
130 PEACHTREE STREET, S.W., SUITE 1168
ATLANTA, GA 30303

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# INVITATION TO BID
# 13ITB89797K-JAJ ASBESTOS ABATEMENT & DEMOLITION DELOWE PLACE APTS.

Sealed Bids for furnishing all materials, labor, tools, equipment and appurtenances necessary for [Insert brief project scope] will be received by the Fulton County Department of Purchasing and Contract Compliance at 130 Peachtree Street, S.W. Suite 1168 Atlanta, GA 30303, **no later than 11:00 a.m.**, local time, on **October 4, 2013**

## SCOPE OF WORK

Asbestos Abatement, Pre-demolition rodent eradication and letter; Demolition and removal of all above ground building structures from 8 buildings (each building is approximately 4,650 square feet); removal and disposal of all trash and debris. The location of the work is at 2337 Delowe Drive, East Point, Georgia 30344.

## BID DOCUMENTS

This document and supporting documents can be downloaded at the Fulton County Website, http://www.fultoncountyga.gov under "Bid Opportunities".

## PURCHASING CONTACT

Information regarding the bid or bid requirements, either procedural or technical, may be obtained by submitting questions in writing to:

Fulton County Government
Department of Purchasing & Contract Compliance
Attn: James A. Jones
Fulton County Public Safety Building
130 Peachtree Street, S.W. Suite 1168
Atlanta, GA 30303
Email: james.jones@fultoncountyga.gov
Reference Bid #:13ITB89797K-JAJ

## PRE-BID CONFERENCE

Date: September 16, 2013
Time: 11:00 A.M.
Location: Purchasing and Contract Compliance Bid Room

A Pre-Bid Conference will be held at the Purchasing and Contract Compliance Bid Room, located at 130 Peachtree Street Suite 1168, Atlanta, Georgia 30303. ***Inquiries regarding the solicitation either technical or otherwise may be submitted in writing prior to the pre-bid conference and will be addressed at the pre-bid conference.***

Any additional questions asked at the Pre-Bid Conference must be submitted in written form at the Pre-Bid conference and will be responded to in the form of an addendum with the County's official responses.

The Pre-Bid Conference will be conducted for the purpose of explaining the County's bid process, the specifications/technical documents, and to provide non-binding verbal responses to questions concerning these bid specifications and to discuss issues from the Bidders perspective. However, no verbal response provided at the Pre-Bid Conference binds the County. Only those responses to written questions that are responded to by the County in written communications will be official.

## BONDING REQUIREMENTS

Each Bid must be accompanied by a Bid Bond, prepared on the Bid Bond provided in this Bid Document or a Surety Company's Standard Bid Bond, duly executed by the Bidder as principal and having as surety, a surety company licensed to do business in the State of Georgia by the Georgia Insurance Commissioner and listed in the latest issue of U.S. Treasury Circular 570, in the amount of fiver percent of the Bid.

The successful Bidder for this Contract will be required to furnish a satisfactory Performance and Payment Bond each in the amount of 100 percent of the Bid, and proof of insurance in accordance with the requirements set forth in Section 5 of this Bid Document.

**END OF SECTION**

# OWNER - CONTRACTOR AGREEMENT

## 13ITB89797K-JAJ Asbestos Abatement & Demolition Delowe Place Apts.

Contractor: _____ Project No. _____

Address: _____ Telephone: _____

Contact: _____ Facsimile: _____

THIS AGREEMENT is effective as of the _____ day of _____, 20 , by and between Fulton County, a political subdivision of the State of Georgia (hereinafter called the "County"), and the above named CONTRACTOR in accordance with all provisions of this Construction Agreement ("Contract"), which consists of the following: Owner-Contractor Agreement, Owner's invitation for bid, instructions to bidders, bid form, performance bond, payment bond, acknowledgments, general conditions, special conditions, scope of work and specifications, plans, drawings, exhibits, addenda, Purchasing forms, Office of Contract Compliance Forms, Risk Management insurance provisions forms and written change orders.

The specific Exhibits of this Contract are as follows:

Exhibit A: General Conditions
Exhibit B: Special Conditions (if applicable)
Exhibit C: Addenda
Exhibit D: Bid Form
Exhibit E: Bonds (Bid, Payment & Performance)
Exhibit F: Scope of Work and Technical Specifications
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WITNESSETH: That the said Contractor has agreed, and by these present does agree with the said County, for and in consideration of a Contract Price of **[INSERT CONTRACT AMOUNT IN WORDS],** ($**[INSERT CONTRACT AMOUNT IN NUMBERS]**) and other good and valuable consideration, and under the penalty expressed on Bonds hereto attached, to furnish all equipment, tools, materials, skill, and labor of every description necessary to carry out and complete in good, firm, and workmanlike manner, the Work specified, in strict conformity with the Drawings and the Specifications hereinafter set forth, which Drawings and Specifications together with the bid submittals made by the Contractor, General Conditions, Special Provisions, Detailed Specifications, Exhibits, and this Construction Agreement, shall all form essential parts of this Contract. The Work covered by this Contract includes all Work indicated on Plans and Specifications and listed in the Bid entitled:

Project Number: [INSERT PROJECT #]

[INSERT PROJECT NAME]

The Contractor, providing services as an Independent Contractor, shall commence the Work with adequate force and equipment within 10 days from receipt of Notice to Proceed ("NTP") from the County, and shall complete the work within **[INSERT CONTRACT DURATION]** calendar days from the Notice to Proceed or the date work begins, whichever comes first. The Contractor shall remain responsible for performing, in accordance with the terms of the Contract, all work

assigned prior to the expiration of the said calendar days allowed for completion of the work even if the work is not completed until after the expiration of such days. The Contractor shall agree that in the performance of this Contract he will comply with all lawful agreements, if any, which the contractor has made with any association, union or other entity, with respect to wages, salaries and working conditions, so as to cause inconvenience, picketing or work stoppage.

*[**Insert if applicable** For each calendar day that any work remains uncompleted after the time allowed for completion of the work, the Contractor shall pay the County the sum of $ 500.00 not as a penalty but as liquidated damages, which liquidated damages the County may deduct from any money due the contractor. At the County's convenience and not to it prejudice the County may provide written notice of the commencement of the assessment of liquidated damages].*

As full compensation for the faithful performance of this Contract, the County shall pay the Contractor in accordance with the General Conditions and the prices stipulated in the Bid, hereto attached.

It is further mutually agreed between the parties hereto that if, at any time after the execution of this Agreement and the Surety Bonds hereto attached for its faithful performance, the County shall deem the surety or sureties upon such bonds to be unsatisfactory, or, if, for any reason, such bonds cease to be adequate to cover the performance of the Work, the Contractor shall, at his expense, within five days after receipt of notice from the County so to do, furnish an additional bond or bonds in such form and amount, and with such surety or sureties as shall be satisfactory to the County. In such event no further payment to the Contractor shall be deemed to be due under this Agreement until such new or additional security for the faithful performance of the Work shall be furnished in manner and form satisfactory to the County.

The Contractor hereby assumes the entire responsibility and liability for any and all injury to or death of any and all persons, including the Contractor's agents, servants, and employees, and in addition thereto, for any and all damages to property caused by or resulting from or arising out of any act or omission in connection with this contract or the prosecution of work hereunder, whether caused by the Contractor or the Contractor's agents, Servants, or employees, or by any of the Contractor's subcontractors or suppliers, and the Contractor shall indemnify and hold harmless the County, the Construction Manager, County's Commissioners, officers, employees, successors, assigns and agents, or any of their subcontractors from and against any and all loss and/or expense which they or any of them may suffer or pay as a result of claims or suits due to, because of, or arising out of any and all such injuries, deaths and/or damage, irrespective of County or Construction Manager negligence (except that no party shall be indemnified for their own sole negligence). The Contractor, if requested, shall assume and defend at the Contractor's own expense, any suit, action or other legal proceedings arising there from, and the Contractor hereby agrees to satisfy, pay, and cause to be discharged of record any judgment which may be rendered against the County and the Construction Manager arising there from.

In the event of any such loss, expense, damage, or injury, or if any claim or demand for damages as heretofore set forth is made against the County or the Construction Manager, the County may withhold from any payment due or thereafter to become due to the Contractor under the terms of this Contract, an amount sufficient in its judgment to protect and indemnify it and the Construction Manager, County's Commissioners, officers, employees, successors, assigns and agents from any and all claims, expense, loss, damages, or injury; and the County, in its discretion, may require the Contractor to furnish a surety bond satisfactory to the County providing for such protection and indemnity, which bond shall be furnished by the Contractor within five (5) days after written demand has been made therefore. The expense of said Bond shall be borne by the Contractor. **[See General Conditions for similar provision]**

This Contract constitutes the full agreement between the parties, and the Contractor shall not sublet, assign, transfer, pledge, convey, sell or otherwise dispose of the whole or any part of this Contract or his right, title, or interest therein to any person, firm or corporation without the previous consent of the County in writing. Subject to applicable provisions of law, this Contract shall be in full force and effect as a Contract, from the date on which a fully executed and approved counterpart hereof is delivered to the Contractor and shall remain and continue in full force and effect until after the expiration of any guarantee period and the Contractor and his sureties are finally released by the County.

This agreement was approved by the Fulton County Board of Commissioner on [Insert approval date and item number].

[SIGNATURES NEXT PAGE]

**IN WITNESS THEREOF**, the Parties hereto have caused this Contract to be executed by their duly authorized representatives as attested and witnessed and their corporate seals to be hereunto affixed as of the day and year date first above written.

OWNER:

**FULTON COUNTY, GEORGIA**

John H. Eaves, Commission Chair
Board of Commissioners

ATTEST:

Mark Massey
Clerk to the Commission (Seal)

APPROVED AS TO FORM:

Office of the County Attorney

APPROVED AS TO CONTENT:

CONTRACTOR:

ATTEST:

Secretary/
Assistant Secretary

(Affix Corporate Seal)

**END OF SECTION**

# INSTRUCTIONS TO BIDDERS

## 1. CONTRACT DOCUMENTS

The Contract Documents include the Contract Agreement, Contractor's Bid (including all documentation accompanying the Bid and any post-Bid documentation required by the County prior to the Notice of Award), Bonds, all Special Conditions, General Conditions, Supplementary Conditions, Specifications, Drawings and addenda, together with written amendments, change orders, field orders and the Construction Manager's written interpretations and clarifications issued in accordance with the General Conditions on or after the date of the Contract Agreement.

Shop drawing submittals reviewed in accordance with the General Conditions, geotechnical investigations and soils report and drawings of physical conditions in or relating to existing surface structures at or contiguous to the site are not Contract Documents.

The Contract Documents shall define and describe the complete work to which they relate.

## 2. BID PREPARATION

Bidders shall **SUBMIT ONE (1) ORIGINAL, SIGNED AND DATED, AND TWO (2) COPIES** on the forms provided in the Bid Document.

All bids must be made on the bid forms contained herein and shall be subject to all requirements of the Agreement Documents. All bids must be regular in every respect and no interlineations, excisions, or special conditions shall be made or included in the bid by the Bidder.

Lump sum, unit price and extensions of unit prices must be entered in the appropriate spaces provided on the Bid Schedule/Bid Form. Unit prices shall include an appropriate allocation of overhead and other indirect costs so that the summation of unit price extensions and lump sum items represents the total bid amount. All blank spaces must be typed or hand written in blue ink on the "Original". All dollar amounts must be BOTH in writing and figures and represent prices for the published scope of work without exceptions.

The County may, in its sole discretion, reject any bid determined as irregular, a conditional bid or any bid on which there is an alteration of, or departure from the Bid Schedule attached.

Erasures or other changes in the bids must be explained or noted over the signature of the Bidder. All corrections to any entry must be lined out and initialed by the Bidder. Please do not use correction tapes or fluid. Failure to do so shall render the Bidder as non-responsive and cause rejection of the bid.

Failure to execute the Bid Schedule/Bid Form documents may result in Bidder being deemed non-responsive and cause rejection of the bid.

## 3. RECIEPT AND OPENING OF BIDS

Sealed bids will be received by the Fulton County Department of Purchasing & Contract Compliance at Fulton County Public Safety Building, 130 Peachtree Street, S.W., Suite 1168 Atlanta, Georgia 30303. The original signed Bid with three (3) copies shall be submitted in a sealed envelope, addressed to the Department of Purchasing and Contract Compliance and labeled **13ITB89797K-JAJ Asbestos Abatement and Demolition Delowe Place Apartments.**

**REQUIRED SUBMITTALS:** The bidder **must complete and execute** the following:

1. Bid Form
2. Acknowledgement of each Addendum
3. Bid Bond
4. Purchasing Forms (See Submittal Check List at end of this Section), fully executed
5. Contract Compliance Forms (See Submittal Check List at end of this Section), fully executed
6. Risk Management Insurance Provisions Form

Any bids received after the stated time and date will not be considered. It shall be the sole responsibility of the bidder to have his/her bid delivered to the Fulton County Department of Purchasing and Contract Compliance for receipt on or before the stated time and date (see Section 00020). If a bid is sent by U.S. Mail, the bidder shall be responsible for its timely delivery to the Purchasing Department. Bids delayed by mail will not be considered, shall not be opened, and arrangements shall be made for their return at the bidder's request and expense.

Bid shall be publicly opened, with only the names and total bid price of the bidders disclosed at the opening.

## 4. ADDENDA AND INTERPRETATIONS

No interpretations of the meaning of the Drawings, Specifications or other pre-bid documents will be made to any Bidder orally.
Bidders requiring clarification or interpretation of the Contract Documents shall make a request in writing, either by mail, hand delivery or e-mail to the Purchasing Agent at the address below. To be given consideration, requests must be received no later than 2:00 PM, September 23, 2013. The County will not respond to any requests, oral or written, received after this date. Telephone inquiries will not be accepted.

Department of Purchasing and Contract Compliance
Attn: James A. Jones
Fulton County Public Safety Building
130 Peachtree Street, S.W., Suite 1168

Atlanta, GA 30303
Fax # (404) 224-5287
james.jones@fultoncountyga.gov
Bid # 13ITB89797K-JAJ

Only communications from firms that are in writing and signed will be recognized by the County as duly authorized expressions on behalf of proposers/bidders. Any and all such interpretations and any supplemental instructions will be in the form of written Addenda to the Specifications which, if any addend are issued to this Invitation to Bid.

Failure of Bidders to receive or acknowledge any Addendum shall not relieve them of any obligation under the Bid. All Addenda shall become part of the Contract Documents.

## 5. SITE EXAMINATION

There will be a site visit for this project. It will be held on September18, 2013 at 11:00 A.M. The location of the site is 2337 Delowe Drive, East Point, GA 30344.

## 6. BIDDER'S MODIFICATION AND WITHDRAWAL OF BIDS

A Bidder may modify or withdraw its bid by written request, provided that the request is received by the County prior to the bid due date and time at the address to which bids are to be submitted. Provided further, that in case of an electronic request (i.e. facsimile, e-mail, etc.) a written confirmation thereof over the authorized signature of the Bidder must be received by the County at the address to which original Bids are to be submitted within three (3) calendar days after issue of the electronic message. Following withdrawal of its bid, the Bidder may submit a new bid, providing delivery is affected prior to the established bid opening date and time. **No bid may be withdrawn after bid due date for sixty (60) calendar days.**

## 7. BID AND CONTRACT SECURITY

A Bid Bond for an amount equal to five percent (5%) of the bid amount must accompany each Proposal. The bid bond shall be submitted in a separate, sealed envelope marked "Bid Bond".

**Bids must be accompanied by a bid bond or certified check** in an amount of five percent (5%) of the TOTAL AMOUNT of the base bid. The bid bond or certified check shall apply ONLY TO THIS BID. The bid name and contract number must appear on the security instrument. The bond must remain in full force and effect until the Bidder executes the final Contract. Bids not satisfying the bonding requirements of this project will be declared non-responsive.

Any bid bond, performance bond, payment bond, or security deposit required for public works construction contract shall be approved and filed with purchasing agent. At the option of the County, if the surety named in the bond is other than a

surety company authorized by law to do business in this state pursuant to a current certificate of authority to transact surety business by the Commissioner of Insurance, such bond shall not be approved and filed unless such surety is on the United States Department of Treasury's list of approved bond sureties.

A Purchasing Agent shall approve as to form and as to the solvency of the surety any bid bond, performance bond, or payment bond required by this. In the case of a bid bond, such approval shall be obtained prior to acceptance of the bid or proposal. In the case of payment bonds and performance bonds, such approval shall be obtained prior to the execution of the contract.

Whenever, in the judgment of the County:

(1) Any surety on a bid, performance, or payment bond has become insolvent;
(2) Any corporation surety is no longer certified or approved by the Commissioner of Insurance to do business in the state; or
(3) For any cause there are no longer proper or sufficient sureties on any or all the bonds

The County may require the contractor to strengthen any or all of the bonds or to furnish a new or additional bond or bonds within ten days. Thereupon, if so ordered by the County, all work on the contract shall cease unless such new or additional bond or bonds are furnished. If such bond or bonds are not furnished within such time, the County may terminate the contract and complete the same as the agent of and at the expense of the contractor and his or her sureties.

As a condition of responsiveness the bidder must contain a Bid Bond for an amount equal to 5% of the bid amount. The Bid Bond shall be included in a separate envelope marked on the outside "Bid Bond". Checks or letters of credit of any type will not be accepted. A certified cashier's check will be acceptable. Provide a completed and fully executed Bid Bond. When the bidder's package is opened, a purchasing agent will verify the presence of the Bid Bond and remove it from the Proposal Package.

If the bidder withdraws its bid from the competition after the selection of its bid for a reason not authorized by Georgia law, the County will proceed on the Bid Bond, along with any other available remedies.

The Surety of the Bid Bond shall be from a surety company authorized to do business in the State of Georgia, shall be listed in the Department of Treasury Circular 570, and shall have an underwriting limitation in excess of 100% of the bid amount. The Bonds and Surety shall be subject to approval by the County Attorney.

Attorneys-in-fact for bidders who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

## 8. SURETY BONDS

The submission of surety bonds subsequent to the Bid submission shall be:

a. Any surety bond submitted in accordance with the Bid or Agreement requirements must be issued by a corporate surety company satisfactory to the Commission and authorized to act as such in the State of Georgia;

b. Such bonds shall conform to the forms provided with the Bid Documents and be completed in accordance with the instructions thereon; and

c. In accordance with Georgia law, and upon award of the Agreement, separate performance and payment bonds shall be required of the successful Bidder, each in an amount not less than the total amount payable under the Agreement. The performance bond shall remain in effect for one (1) year after final acceptance of the Work or the guaranty period under the Agreement, whichever is the larger.

The payment bond shall remain in effect for the period required under Georgia law for the payment bonds on public construction agreements. Reference is made to the bond forms and the Agreement Documents for additional particulars of the terms required in the bonds. In the case of any inconsistency between the Bond Forms and Georgia law, the law shall control. Alterations, extension of the time allowed for performance, extra and additional Work, and other changes authorized under the Agreement may be made without notice to or consent of the surety or sureties.

## 9. INSURANCE REQUIREMENTS

The Contractor shall procure and maintain during the life of this Agreement, Workmen's Compensation, Public Liability, Property Damage, Automobile Liability insurance and any other insurance necessary to satisfy the requirements of the Agreement Documents.

## 10. RIGHT TO REJECT BIDS

The County reserves the right to reject any or all bids and to waive informalities. No bids will be received after the time set for opening bids. Any unauthorized conditions, limitations or provisions attached to the Bid, except as provided herein, will render it informal and may cause its rejection. Unbalanced bids will be subject to rejection. Any bidder may withdraw his/her bid, either personally or by telegraphic or written request, at any time prior to the scheduled closing time for receipt of bids. Telegraphic or written requests for withdrawal must be in the possession of the County prior to the closing time for receipt of bids.

## 11. APPLICABLE LAWS

All applicable laws and regulations of the State of Georgia and ordinances and regulations of Fulton County shall apply. Protestors shall seek resolution of their

complaints in the manner provided in the Fulton County Code of Laws §2-324, which is incorporated by reference herein.

## 12. EXAMINATION OF CONTRACT DOCUMENTS

Prospective bidders shall examine the contract documents and before submitting a bid, shall make a written request to the County for an interpretation or correction of any ambiguity, in consistency or error therein which could be discovered by a bidder. At the bid opening each bidder shall be presumed to have read and be familiar with the contract documents.

## 13. BID EVALUATION

a. Each Bid timely received and in the County's hands at the time set forth for the Bid opening shall constitute an offer to perform the Agreement on the terms and conditions thereof, in strict accordance with the Agreement documents, and all other requirements, all for the Bid total. For good cause and valuable consideration, the sufficiency of which is acknowledged by submittal of a Bid, each Bidder promises and agrees that its Bid shall be irrevocable for a period of ***sixty calendar days*** after the Bid opening and will not be withdrawn or modified during that time. The County may accept any Bid by giving the Bidder Written Notice of acceptance during that time. If necessary, the period of time specified may be extended by written agreement between the County and the Bidder or Bidders concerned.

b. After the Bids have been opened and before any award is made, the County will evaluate the Bid process, the Bid total, the supplements to the Bid form, Bidder's experience, proposed Subcontractors and equipment manufacturers and other data relating to Bidders' responsibility and qualifications to perform the Agreement satisfactorily.

c. All extension of the unit prices shown and the subsequent addition of extended amounts may be verified by the County. In the event of a discrepancy between the unit price bid and the extension, the unit price will be deemed intended by the Bidder and the extension shall be adjusted. In the event of a discrepancy between the sum of the extended amounts and the bid total, the sum of the extended amounts shall govern.

d. Bidder may be required to submit, in writing, the addresses of any proposed Subcontractors or Equipment manufacturers listed on the Bid, and to submit other material information relative to proposed Subcontractors or Equipment manufacturers. The County reserves the right to disapprove any proposed Subcontractor or Equipment manufacturers whose technical or financial ability or resources or whose experience are deemed inadequate.

e. The County reserves the right to reject any Bid the prices of which appear to be unbalanced, and to reject any or all Bids, or parts thereof, if it determines, in its sole discretion, that such rejection is in the best interest of the Commission. Where only a single responsible and responsive Bid is received, the County may in its sole discretion, elect to conduct a price or cost analysis of the Bid. Such Bidder shall cooperate with such analysis

and provide such supplemental information as may be required. The determination whether to enter into an Agreement with such sole Bidder shall be solely within the County's discretion and not dependent upon performance of a price or cost analysis.

f. Bids will be evaluated on the basis of determining the lowest Bid total of a Bidder, not including alternates, whose Bid is responsive to the Invitation to Bid and who is determined to be technically, financially and otherwise responsible to perform the Agreement satisfactorily, and to meet all other requirements of the Bidding Documents relating thereto. Any Bid may be rejected if it is determined by the County to be non-responsive, provided, however, that the Commission reserves the right to waive any irregularities or technicalities which it determines, within its sole discretion, to be minor in nature and in the interest of the public. Furthermore, any Bid may be rejected if it is determined by the County, in its sole discretion, that the Bidder is not capable of performing the Agreement satisfactorily based upon review of its experience and technical and financial capabilities, or the failure of such bidder to provide information requested relating to such determination. Additionally, the County reserves the right to disqualify Bids, before and after the bid opening, upon evidence of collusion with intent to defraud or other illegal practices upon the part of any Bidder(s).

g. The County intends to award the Agreement at the earliest practicable date to the lowest responsive, responsible Bidder(s), provided that the Bid is within the funds available for the project. In addition, the Commission reserves the right to reject all Bids if it determines, in its sole discretion, that the public interest will be best served by doing so.

h. A Pre-award Conference may be conducted with the apparent low Bidder(s) to review general requirements of the Bidding Documents.

## 14. AWARD CRITERIA

Award will be made after evaluating the prices, responsiveness and responsibility of each Bidder.

A. **Responsiveness:** The determination of responsiveness will be determined by the following:

   a. The completeness of all material, documents and/or information required by the County;
   b. Whether the bidder has submitted a complete Bid form without irregularities, excisions, special conditions, or alternative bids for any item unless specifically requested in the Bid form.

B. **Responsibility:** The determination of the bidder's responsibility will be determined by the following

   a. The ability, capacity and skill of the Bidder to perform and/or provide the Work required;

b. The County reserves the right to reject any bid if the evidence submitted by, or investigation of, the bidder fails to satisfy the County that he/she is properly qualified to carry out the obligations of the Contract;
c. The character, integrity, reputation, judgment, experience and efficiency of the Bidder;
d. The quality of performance of work on previous contracts or work; Maintains a permanent place of business individually or in conjunction with the prime contractor.
e. Has the appropriate and adequate technical experience necessary to perform the Work;
f. Has adequate personnel and equipment to do the Work expeditiously;
g. Has suitable financial means to meet obligations incidental to the work.

## 15. DISQUALIFICATION OF BIDDERS

Any of the following may be considered as sufficient for disqualification of a Bidder and the rejection of the Bid:

a. Submission of more than one Bid for the same work by an individual, firm, partnership or Corporation under the same of different name(s);

b. Evidence of collusion among Bidders;

c. Previous participation in collusive bidding on Work for the County;

d. Submission of an unbalanced Bid, in which the prices quoted for same items are out of proportion to the prices for other items;

e. Lack of competency of Bidder. The Agreement will be awarded only to a Bidder(s) rated as capable of performing the Work.

## 16. BASIS OF AWARD

The Contract, if awarded, will be awarded to the lowest responsive and responsible bidder. No bid may be withdrawn for a period of sixty (60) days after the date of bid opening except as permitted by O.C.G.A., §36-91-41 et seq., as amended. Each Bid must be accompanied by a Bid Bond in accordance with the Bid Bond Requirements provided in the Contract Documents, on a Surety Company's Standard Bid Bond Form acceptable to the County in an amount no less than 5% of the amount bid. The successful bidder will be required to furnish a Performance Bond and Payment Bond, **on or before** the issuance of Notice to Proceed, each in the amount of 100% of the Contract Amount. All other required Contract Documents must be fully completed and executed by the Contractor and his/her Surety, and submitted to the Owner **on or before** the issuance of the Notice to Proceed.

## 17. PROFESSIONAL LICENSES *( (NOT-APPLICABLE)*

The State of Georgia requires that the following professions are required by state law to be licensed:

1. Electricians
2. Plumbers
3. Conditioned Air Contractors
4. Low voltage Contractors

Bidders and any sub-contractors performing any of the above described work must provide a copy of their license for the work they will perform on this project. Bidders must complete Form C3: Georgia Professional License Certification in Section 6, Purchasing Forms Failure to provide the required license may deem your bid non-responsive.

## 18. WAGE CLAUSE

Pursuant to 102-391, Each Contractor shall agree that in the performance of the Contract he will comply with all lawful agreements, if any, which the Contractor had made with any association, union, or other entity, with respect to wages, salaries, and working conditions, so as not to cause inconvenience, picketing, or work stoppage.

## 19. NOTICE OF AWARD OF CONTRACT

As soon as possible, and within sixty (60) days after receipt of bids, the County shall notify the successful Bidder of the Award of Contract.

The award shall be made by the Board of Commissioners of Fulton County to the lowest responsive, responsible bidder(s) as soon as possible after receipt of bids, taking into consideration price and the responsiveness to the requirements set forth in the Invitation for Bid. In such case, no claim shall be made by the selected Contractor(s) for loss of profit if the contract is not awarded or awarded for less work than is indicated and for less than the amount of his bid. The total of the awarded contract shall not exceed the available funds allocated for this project.

Should the County require additional time to award the contract, the time may be extended by mutual agreement between the County and the successful bidder. If an Award of Contract has not been made within sixty (60) days from the bid date or within the extension mutually agreed upon, the Bidder may withdraw the Bid without further liability on the part of either party.

Any award made by the Board of Commissioners as a result of this bid will begin from the date of the notice to proceed. The Bidder agrees hereby to commence work under this Contract, with adequate personnel and equipment, on a date to be specified in a written order from the user department. The contract shall become effective on the Contract Date and shall continue in effect until the end of the term

of the contract or until the project has been closed-out unless earlier terminated pursuant to the termination provisions of the contract.

## 20. EXECUTION OF CONTRACT DOCUMENTS

Upon notification of Award of Contract, the County shall furnish the Contractor the conformed copies of Contract Documents for execution by the Contractor and Contractor's surety.

Within ten (10) days after receipt the Contractor shall return all the documents properly executed by the Contractor and the Contractor's surety. Attached to each document shall be an original power-of-attorney for the person executing the bonds for the surety and certificates of insurance for the required insurance coverage.

After receipt of the documents executed by the Contractor and his surety with the power-of-attorney and certificates of insurance, the County shall complete the execution of the documents. Distribution of the completed documents will be made upon completion.

Should the contractor and/or surety fail to execute the documents within the time specified, the County shall have the right to proceed on the Bid Bond accompanying the bid.

If the County fails to execute the documents within the time limit specified, the Contractor shall have the right to withdraw the Contractor's bid without penalty.

Should an extension of any of the time limits stated above be required, this shall be done only by mutual agreement between both parties.

Any agreement or contract resulting from the acceptance of a bid shall be on a County approved document form. The County reserves the right to reject any agreement that does not conform to the Invitation for Bid and any County requirements for agreements and contracts. The County reserves the right to modify the agreement resulting from this bid upon the recommendation of the County Attorney.

## 21. EQUAL EMPLOYMENT OPPORTUNITY ("EEO") IN PURCHASING AND CONTRACTING

To be eligible for award of this Agreement, the Bidder must certify and fully comply with the requirements, terms, and conditions of the County's Non Discrimination in Contracting and Procurement.

## 22. JOINT VENTURE

Any Bidder intending to respond to this solicitation as a joint venture must submit an executed joint venture agreement with its offer. The agreement must designate those persons or entities authorized to execute documents or otherwise bind the

joint venture in all transactions with Fulton County, or be accompanied by a document, binding upon the joint venture and its constituent members, making such designation. Offers from joint ventures that do not include these documents will be rejected as being non-responsive.

## 23. CONTRACTORS COMPLIANCE WITH ALL ASSURANCES AND/OR PROMISES MADE IN RESPONSE TO PROCUREMENT

Should any Bidder submit a response to the County promising to provide a certain level of service for either the scope of work, MFBE participation, or any other matter, including where such promise or assurance is greater than what is required by the procurement documents, and should this response containing the promise or assurance be accepted by the County and made a part of the Contract Documents, then this degree or level of service promised by the bidder relating to the scope of work, MFBE participation, or other matter shall be considered to be a material part of the Agreement between the bidder and the County, such that the bidder's failure to provide the agreed upon degree or level of service or participation shall be a material breach of the Agreement giving the County just cause to terminate the Agreement for cause, pursuant to the General Conditions of the Agreement.

## 24. GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT

This Invitation to Bid is subject to the Georgia Security & Immigration Compliance Act. Pursuant to the Georgia Security & Immigration Compliance Act of 2006, as amended on May 11, 2009, bidders and proposers are notified that all bids/proposals for services that are to be physically performed within the State of Georgia must be accompanied by proof of their registration with and continuing and future participation in the E-Verify program established by the United States Department of Homeland Security. A completed affidavit must be submitted on the top of the bid/proposal at the time of submission, prior to the time for opening bids/proposals. Under state law, the County cannot consider any bid/proposal which does not include a completed affidavit. It is not the intent of this notice to provide detailed information or legal advice concerning the Georgia Security & Immigration Compliance Act. All bidders/proposers intending to do business with the County are responsible for independently apprising themselves and complying with the requirements of that law and its effect on County procurements and their participation in those procurements. For additional information on the E-Verify program or to enroll in the program, go to: https://e-verify.uscis.gov/enroll.

See Section 00420, Purchasing Forms & Instructions for declarations and affidavits.

## 25. SUBCONTRACTING OPPORTUNITIES

Potential prime contractors submitting a bid on this project for Fulton County and are seeking subcontractors and/or suppliers can advertise those subcontracting opportunities on the County's website, http://www.fultoncountyga.gov under "Subcontracting Bid Opportunities".

## 26. TERM OF CONTRACT

The term of the Agreement shall be for a period of six hundred forty calendar days, or as may be amended under the Agreement to comprise the Agreement Time. Contractor shall commence the Work within ten calendar days after receipt of Notice to Proceed and shall substantially complete the Work within eighty (80) consecutive calendar days from issuance of the Notice to Proceed and finally complete the Work within three hundred calendar (300) days of issuance of the Notice to Proceed.

## 27. NO CONTACT PROVISION

It is the policy of Fulton County that the evaluation and award process for County contracts shall be free from both actual and perceived impropriety, and that contacts between potential vendors and County officials, elected officials and staff regarding pending awards of County contracts shall be prohibited.

A. No person, firm, or business entity, however situated or composed, obtaining a copy of or responding to this solicitation, shall initiate or continue any verbal or written communication regarding this solicitation with any County officer, elected official, employee, or designated County representative, between the date of the issuance of this solicitation and the date of the County Manager's recommendation to the Board of Commissioners for award of the subject contract, except as may otherwise be specifically authorized and permitted by the terms and conditions of this solicitation.

B. All verbal and written communications initiated by such person, firm, or entity regarding this solicitation, if same are authorized and permitted by the terms and conditions of this solicitation, shall be directed to the Purchasing Agent.

C. Any violation of this prohibition of the initiation or continuation of verbal or written communications with County officers, elected officials, employees, or designated County representatives shall result in a written finding by the Purchasing Agent that the submitted Bid or proposal of the person, firm, or entity in violation is "non-responsive", and same shall not be considered for award.

## 28. AUTHORIZATION TO TRANSACT BUSINESS

If the Contractor is a corporation or corporations combined to form a joint venture, the corporation or members of the joint venture team, prior to Agreement execution, must submit documentary evidence from the Secretary of State that the corporation is in good standing and that the corporation is authorized to transact business in the State of Georgia.

## 29. PRE-CONSTRUCTION CONFERENCE

A pre-construction conference may be held with the successful Bidder and all known Subcontractors at a time and place set by the County.

## 30. SUBSTITUTIONS

See Special Conditions Article.

## 31. BID GENERAL CONDITIONS

1. Proposals may be withdrawn upon receipt of a written request prior to the stated due date and time. If a firm seeks to withdraw a proposal after the due date and time, the firm must present a notarized statement indicating that an error was made, with an explanation of how it occurred. The withdrawal request must be accompanied by documentation supporting the claim. Prior to approving or disapproving the request, an opinion will be obtained from Fulton County's Legal Counsel indicating whether the firm is bound by its proposal.

   Proposals for projects that are solicited pursuant to the Georgia Local Government Public Works Construction Law (O.C.G.A. § 36-91-1 et seq.) may be withdrawn as follows:

   The County must advise Offerors in the request for proposals of the number of days that Offerors will be required to honor their proposals. If an Offeror is not selected within 60 days of opening the proposals, any Offeror that is determined by the governmental entity to be unlikely of being selected for contract award will be released from the proposal.

2. Fulton County shall be the sole judge of the quality and the applicability of all proposals. Design, features, overall quality, local facilities, terms and other pertinent considerations will be taken into account in determining acceptability.

3. The successful Offeror must assume full responsibility for delivery of all goods and services proposed.

4. The successful Offeror must assume full responsibility for replacement of all defective or damaged goods and/or performance of contracted services within thirty (30) days' notice by the County of such defect, damage or deficiency.

5. The successful Offeror must assume full responsibility for providing warranty service on all goods, materials, or equipment provided to the County with warranty coverage. Should a vendor be other than the manufacturer, the vendor and not the County is responsible for contacting the manufacturer. The Offeror is solely responsible for arranging for the service to be performed.

6. The successful Offeror shall be responsible for the proper training and certification of personnel used in the performance of the services proposed.

7. The successful Offeror shall not assign, transfer, convey, sublet, or otherwise dispose of any contract resulting from the RFP or of any of its

rights, title or interest therein without prior written consent of the Fulton County Board of Commissioners.

8. In case of default by the successful Offeror, Fulton County may procure the articles or services from another source and hold the successful Vendor responsible for any resultant excess cost.

9. All proposals and bids submitted to Fulton County are subject to the Georgia "Open Records Act", Official Code of Georgia, Annotated (O.C.G.A.) § 50-18-70 et seq.

10. All proposals and bids submitted to Fulton County involving Utility Contracting are subject to the Georgia law governing licensing of Utility Contractors, O.C.G.A. §43-14-8.2(h).

## 32. Submittals

The following submittals must be completed and submitted with the Bid Submittal. This checklist is provided to ensure that the Bidder submits certain required information with its Bid.

| | Bid Submittal Check Sheet | Check (√) |
|---|---|---|
| 1. | Georgia Security and Immigration Contractor Affidavit(s) and Agreements | |
| 2. | Georgia Security and Immigration Subcontractor Affidavit(s) | |
| 3. | Bid Form | |
| 4. | Acknowledgment of Addenda | |
| 5. | Bid Bond | |
| 6. | Non-Collusion Affidavit | |
| 7. | Certificate of Acceptance of Request for Bid | |
| 8. | Georgia Utility Contractor's License (N/A) | |
| 9. | Georgia General Contractors License (N/A)<br>Asbestos Abatement Contractor's License(Applicable) | |
| 10. | Georgia Professional License (if applicable) | |
| 11. | Certificate Regarding Debarment | |
| 12. | Disclosure Form and Questionnaire | |
| 13. | Office of Contract Compliance Requirements (submitted in a separate envelope) | |

| | | |
|---|---|---|
| 14. | Proof of Insurance Coverage | |

**END OF SECTION**

# BID FORM

Submitted To: Fulton County Government

Submitted By: _____

For: **13ITB89797K-JAJ Asbestos Abatement & Demolition Delowe Place Apts.**

Submitted on _____, 20__.

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Bid as principal or principals is or are named herein and that no other person than herein mentioned has any interest in this Bid or in the Contract to be entered into; that this Bid is made without connection with any other person, company or parties making a Bid; and that it is in all respects fair and in good faith without collusion or fraud.

The Bidder further declares that he has examined the site of the work and informed himself fully in regard to all conditions pertaining to the place where the work is to be done; that he has examined the Drawings and Specifications for the work and contractual documents relative thereto, and has read all instructions to Bidders and General Conditions furnished prior to the openings of bids; that he has satisfied himself relative to the work to be performed.

The Bidder proposes and agrees, if this Bid is accepted, to contract with the Board of Commissioners of Fulton County, Atlanta, Georgia, in the form of contact specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary, and to complete the construction of the work in full and complete accordance with the shown, noted, and reasonably intended requirements of the Specifications and Contract Documents to the full and entire satisfaction of the Board of Commissioners of Fulton County, Atlanta, Georgia, with a definite understanding that no money will be allowed for extra work except as set forth in the attached General Conditions and Contract Documents for the following prices.

THE BASE BID TOTAL IS THE AMOUNT UPON WHICH THE BIDDER WILL BE FORMALLY EVALUATED AND WHICH WILL BE USED TO DETERMINE THE LOWEST RESPONSIBLE BIDDER. Please make sure that all line items below are accurately calculated and total up to this inclusive amount.

The bid may not be withdrawn or modified for a period of sixty (60) days following the receipt of bids.

BASE BID TOTAL, ITEMS 1 THROUGH 9 (BELOW), INCLUSIVE, THE AMOUNT OF:

$_____

**(Dollar Amount In Numbers)**

_____

**(Dollar Amount In Words)**

_____

_____

Make sure that all line items below are accurately calculated and total up to the inclusive BASE BID TOTAL amount entered on Page 1.

**Method of Bidding**

The unit or lump sum price for each of the several items in the Bid of each Bidder shall include its pro rata share of overhead and profit so that the sum of the products, obtained by multiplying the quantity shown for each item by the unit price, represents the total Bid. Any Bid not conforming to this requirement may be rejected. Additionally, Unbalanced Bids or conditional Bids will be subject to rejection. The special attention of all Bidders is called to this provision, for should conditions make it necessary to revise the quantities, no limit will be fixed for such increased or decreased quantities nor extra compensation allowed.

FIRM: _____

# Remainder of Page has been intentionally left blank.

## 1. PRICING SHEETS

For furnishing all products, materials and equipment and performing all labor necessary to complete the Delowe Place Apartments - Asbestos Abatement and Demolition project as outlined in this bid document. The selected vendor shall perform the following work in compliance with Local, State or any Federal requirements regarding asbestos and hazardous waste removal and disposal.

| NO. | DESCRIPTION | EST. QTY | UNIT COST | TOTAL COST |
|---|---|---|---|---|
| 1. | **Asbestos Abatement as outlined in Exhibit B. Include Air Quality Monitoring** | ---------- | Lump Sum | $ |
| 2. | **Rodent Eradication and Letter** | --------- | Lump Sum | $ |
| 3. | **Demolition and Removal of all Structures, Trash and Debris** | --------- | Lump Sum | $ |
| **Items 4, 5, 6, 7, 8, 9, and 10 are Task Allowance Items** only to be used when pre-authorized, approved in writing and field verified by the assigned Fulton County Project Manager. | | | | |
| 4. | **Erosion Control**- Type C silt fence installed | 1600 LF | Per LF $ | $ |
| 5. | **Curb Inlet Filters (Pig In Blanket)** | 125 LF | Per LF $ | $ |
| 6. | **Landscaping-** seed and straw disturbed grounds. | 450 SY | Per SY $ | $ |
| 7. | **Clean Suitable fill**- Dirt that may be required to fill voids or depressions. To be compacted to 95%. | 60 CY | Per CY $ | $ |
| 8. | **Tree Protection Fence** | 200 LF | Per LF $ | |
| 9. | **Unforseen Site Conditions/ or additional Testing-** As directed by Fulton County Project Manager | ---------- | ---------- | $ 20,000.00 |
| **TOTAL BID AMOUNT** | | | $ | |

No payment shall be made for any work outside the scope of work listed in this solicitation. Any claim on items 4, 5, 6, 7, 8 and 9 Task allowances must be pre-approved and verified by the assigned Fulton County Project Manager and payment shall be based on the quantity unit price and actual work performed.

The Bidder agrees hereby to commence work under this Contract, with adequate personnel and equipment, on a date to be specified in a written order of the Contracting Officer and to fully complete all work under this Contract within **80 consecutive calendar** days consecutive calendar days from and including said date.

The Bidder declares that he understands that the quantities shown for the unit prices items are subject to either increase or decrease, and that should the quantities of any of the items of work be increased, the Bidder proposes to do the additional work at the unit prices stated herein; and should the quantities be decreased, the Bidder also understands that payment will be made on the basis of actual quantities at the unit price bid and will make no claim for anticipated profits for any decrease in quantities; and that actual quantities will be determined upon completion of work, at which time adjustments will be made to the contract amount by direct increase or decrease.

In case of discrepancies between the figures shown in the unit prices and the totals, the unit prices shall apply and the totals shall be corrected to agree with the unit prices. In case of discrepancies between written amounts and figures, written amounts shall take precedence over figures and the sum of all Bid extensions (of unit prices) plus lump sum items shall take precedence over BID TOTAL.

The Bidder furthermore agrees that, in the case of a failure on his part to execute the Contract Agreement and Bonds within ten (10) days after receipt of conformed contract documents for execution, the Bid Bond accompanying his bid and the monies payable thereon shall be paid into the funds of the Owner as liquidated damages for such failure.

Enclosed is a Bid Bond in the approved form, in the sum of:_____

_____Dollars

($_____) according to the conditions of "Instructions to Bidders" and provisions thereof.

The undersigned acknowledges receipt of the following addenda (list by the number and date appearing on each addendum) and thereby affirms that its Bid considers and incorporates any modifications to the originally issued Bidding Documents included therein.

ADDENDUM # _____DATED _____

ADDENDUM # _____DATED _____

ADDENDUM # _____DATED _____

ADDENDUM # _____DATED _____

**BIDDER:** _____

By: _____
*[Name Typed or Printed]*

_____
*[ Name Signed]*

Title: _____

Business Address: _____

_____

_____

Business Phone: _____

Bidder's Contractor License No: _____
*[State/County]*

License Expiration Date: _____

Note: If the Bidder is a corporation, the Bid shall be signed by an officer of the corporation; if a partnership, it shall be signed by a partner. If signed by others, authority for signature shall be attached.

The full name and addresses of persons or parties interested in the foregoing Bid, as principals, are as follows:

| **Name** | **Address** |
|---|---|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

END OF SECTION

## SECTION 4

## SCOPE OF WORK AND TECHNICAL SPECIFICATIONS

# See Section 9

# BID BOND

No bid for a contract in Fulton County for work to be done shall be valid for any purpose unless the Contractor shall give a Bid Bond with good and sufficient surety payable to, in favor of, and for the protection of Fulton County. The Bid Bond shall not be less than 5% of the total amount payable by the terms of the Contract. No bid shall be read aloud or considered if a proper bid bond has not been submitted.

Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Georgia.

Attestation for the corporation must be by the corporate officer; for a partnership by another partner; for an individual by a notary with the corporate seal.

**BID BOND**

**13ITB89797K-JAJ Asbestos Abatement & Demolition Delowe Place Apts.**
**FULTON COUNTY GOVERNMENT**

KNOW ALL MEN BY THESE PRESENTS, THAT WE_____

_____

hereinafter called the PRINCIPAL, and _____

_____

hereinafter call the SURETY, a corporation chartered and existing under the laws of the State of _____and duly authorized to transact Surety business in the State of Georgia, are held and firmly bound unto the Fulton County Government (COUNTY), in the penal sum of _____

_____Dollars and Cents ($_____) good and lawful money of the United States of America, to be paid upon demand of the COUNTY, to which payment well and truly to be made we bind ourselves, our heirs, executors, and administrators and assigns, jointly and severally and firmly by these presents.

WHEREAS the PRINCIPAL has submitted to the COUNTY, for **13ITB89797K-JAJ Asbestos Abatement & Demolition Delowe Place Apartments,** a Bid;

WHEREAS the PRINCIPAL desires to file this Bond in accordance with law:

NOW THEREFORE: The conditions of this obligation are such that if the Bid be accepted, the PRINCIPAL shall within ten (10) calendar days after receipt of written notification from the COUNTY of the award of the Contract execute the Contract in accordance with the Bid and upon the terms, conditions and prices set forth therein, in the form and manner required by the COUNTY, and execute sufficient and satisfactory Performance and Payments Bonds payable to the COUNTY, each in the amount of one hundred percent (100%) of the total contract price, in form and with security satisfactory to said COUNTY, then this obligation to be void; otherwise, to be and remain in full force and virtue in law; and the SURETY shall upon failure of the PRINCIPAL to comply with any or all of the foregoing requirements within the time specified above immediately pay to the COUNTY, upon demand the amount hereof in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

In the event suit is brought upon this Bond by the COUNTY and judgment is recovered, the SURETY shall pay all costs incurred by the COUNTY in such suit, including attorney's fees to be fixed by the Court.

Enclosed is a Bid Bond in the approved form, in the amount of _____

_____Dollars

($_____) being in the amount of five percent (5%) of the Contract Sum. The money payable on this bond shall be paid to the COUNTY, for the failure of the Bidder to execute a Contract within ten (10) days after receipt of the Contract and at the same time furnish a Payment Bond and Performance Bond.

(SIGNATURES ON NEXT PAGE)

IN TESTIMONY THEREOF, the PRINCIPAL and SURETY have caused these presents to be duly signed and sealed this _____day of _____, 20__

ATTEST:

_____
PRINCIPAL

_____ BY_____

(SEAL)

**CERTIFICATE AS TO CORPORATE PRINCIPAL**

I, _____, certify that I am the Secretary of the Corporation named as principal in the within bond; that _____, who signed the said bond of said corporation; that I know this signature, and his/her signature thereto is genuine; and that said bond was duly signed, sealed and attested for in behalf of said Corporation by authority of its governing body.

_____
SECRETARY

(CORPORATE SEAL)

_____
SURETY

_____ BY_____
(SEAL)

**END OF SECTION**

# PAYMENT BOND

No Contract with Fulton County for work to be done shall be valid for any purpose unless the Contractor provides a Payment Bond with good and sufficient surety payable to Fulton County for the use and protection of all sub-contractors and all persons supplying labor, materials, machinery, and equipment in the prosecution of the work provided for in the Contract. The Payment Bond shall be in the amount of 100% of the total contract amount, payable by the terms of the Contract, and shall be written on the following form.

Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Georgia.

Attestation for the corporation must be by the corporate officer; for a partnership by another partner; for an individual by a notary with the corporate seal.

## PAYMENT BOND

**KNOW ALL MEN BY THESE PRESENTS** that _____
*(Insert name of Contractor)*
(hereinafter called the "Principal") and _____(hereinafter called the
*(Insert name of Surety)*
"Surety"), are held and firmly bound unto **FULTON COUNTY**, a political subdivision of the State of Georgia (hereinafter called the "Owner"), its successors and assigns as obligee, in the penal sum of _____*[100% of Contract amount]*, lawful money of the United States of America, for the payment of which the Principal and the Surety bind themselves, their administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS,** the Principal has entered, or is about to enter, into a certain written contract with the Owner, dated _____, which is incorporated herein by reference in its entirety (hereinafter called the "Contract"), for construction-type services of a project known as **Asbestos Abatement and Demolition Delowe Place Apartments**, as more particularly described in the Contract (hereinafter called the "Project");

**NOW, THEREFORE,** the condition of this obligation is such that if the Principal shall promptly make payment to all persons working on or supplying labor or materials under the Contract, and any amendments thereto, with regard to labor or materials furnished and used in the Project, and with regard to labor or materials furnished but not so used, then this obligation shall be void; but otherwise it shall remain in full force and effect.

1. A "Claimant' shall be defined herein as any subcontractor, person, party, partnership, corporation or the entity furnishing labor, services or materials used, or reasonably required for use, in the performance of the Contract, without regard to whether such labor, services or materials were sold, leased or rented, and without regard to whether such Claimant is or is not in privity of contract with the Principal or any subcontractor performing work on the Project, including, but not limited to, the following labor, services, or materials: water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. In the event a Claimant files a lien against the property of the Owner, and the Principal fails or refuses to satisfy or remove it promptly, the Surety shall satisfy or remove the lien promptly upon written notice from the Owner, either by bond or as otherwise provided in the Contract.

3. The Surety hereby waives notice of any and all modifications, omissions, additions, changes, alterations, extensions of time, changes in the payment terms, and any other amendments in or about the Contract and agrees that the obligations undertaken by this Bond shall not be impaired in any manner by reason of any such modifications, omissions, additions, changes, alterations, extensions of time, changes in payment terms, and amendments.

4. The Surety hereby agrees that this Bond shall be deemed amended automatically and immediately, without formal or separate amendments hereto, upon any amendment or modifications to the Contract, so as to bind the Principal and Surety, jointly and severally, to the full payment of any Claimant under the Contract, as amended or modified, provided only that the Surety shall not be liable for more than the penal sum of the Bond, as specified in the first paragraph hereof.

5. This Bond is made for the use and benefit of all persons, firms, and corporations who or which may furnish any materials or perform any labor for or on account of the

construction-type services to be performed or supplied under the Contract, and any amendments thereto, and they and each of them may sue hereon.

6. No action may be maintained on this Bond after one (1) year from the date the last services, labor, or materials were provided under the Contract by the Claimant prosecuting said action.

7. This Bond is intended to comply with O.C.G.A. Section 13-10-1, and shall be interpreted so as to comply with the minimum requirements thereof. However, in the event the express language of this Bond extends protection to the Owner beyond that contemplated by O.C.G.A. Section 13-10-1, or any other statutory law applicable to this Project, then the additional protection shall be enforced in favor of the Owner, whether or not such protection is found in the applicable statutes.

**IN WITNESS WHEREOF** the undersigned have caused this instrument to be executed and their respective corporate seals to be affixed and attested by their duly authorized representatives this _____ day of _____, _____.

_____(SEAL)
(Principal)

By:_____

Attest:

_____
Secretary

_____(SEAL)
(Surety)

By:_____

Attest:

_____
Secretary

_____

(Address of Surety's Home Office)

_____
(Resident Agent of Surety)

**END OF SECTION**

## PERFORMANCE BOND

No contract with Fulton County for work to be done shall be valid for any purpose unless the Contractor provides a Performance Bond with good and sufficient surety payable to, in favor of, and for the protection of Fulton County. The Performance Bond shall be in the amount of 100% of the total contract amount, payable by the terms of the Contract, and shall be written on the following form.

Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business as a surety in Georgia.

Attestation for the corporation must be by the corporate officer; for a partnership by another partner; for an individual by a notary with the corporate seal.

## PERFORMANCE BOND

**KNOW ALL MEN BY THESE PRESENTS** that _____
*(Insert name of Contractor)*
(hereinafter called the "Principal") and _____(hereinafter called the
*(Insert name of Surety)*
"Surety"), are held and firmly bound unto **FULTON COUNTY**, a political subdivision of the State of Georgia (hereinafter called the "Owner"), its successors and assigns, in the penal sum of _____*[100% of Contract amount]*, lawful money of the United States of America, for the payment of which the Principal and the Surety bind themselves, their administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS,** the Principal has entered, or is about to enter, into a certain written contract with the Owner, dated _____, which is incorporated herein by reference in its entirety (hereinafter called the "Contract"), for construction-type services of a project known as **Asbestos Abatement and Demolition Delowe Place Apartments**, as more particularly described in the Contract (hereinafter called the "Project");

**NOW, THEREFORE,** the conditions of this obligation are as follows, that if the Principal shall fully and completely perform all the undertakings, covenants, terms, conditions, warranties, and guarantees contained in the Contract, including all modifications, amendments, changes, deletions, additions, and alterations thereto that may hereafter be made, then this obligation shall be void; otherwise it shall remain in full force and effect.

Whenever the Principal shall be, and declared by the Owner to be, in default under the Construction-Type Contract, the Surety shall promptly remedy the default as follows:

1. Complete the Contract in accordance with its terms and conditions; or, at the sole option of the Owner,

2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by the Surety and the Owner of the lowest responsible bidder, arrange for a contract between such bidder and Owner and make available as the work progresses (even though there should be a default or succession of defaults under the Contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the penal sum set forth in the first paragraph hereof, as may be adjusted, and the Surety shall make available and pay to the Owner the funds required by this Paragraph prior to the payment of the Owner of the balance of the contract price, or any portion thereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by the Owner to the Contractor under the Contract, and any amendments thereto, less the amount paid by the Owner to the Contractor; or, at the sole option of the Owner,

3. Allow Owner to complete the work and reimburse the Owner for all reasonable costs incurred in completing the work.

In addition to performing as required in the above paragraphs, the Surety shall indemnify and hold harmless the Owner from any and all losses, liability and damages, claims, judgments, liens, costs and fees of every description, including reasonable attorney's fees, litigation costs and expert witness fees, which the Owner may incur, sustain or suffer by reason of the failure or default on the part of the Principal in the performance of any or all of the terms, provisions, and requirements of the Contract, including any and all amendments and modifications thereto, or

incurred by the Owner in making good any such failure of performance on the part of the Principal.

The Surety shall commence performance of its obligations and undertakings under this Bond promptly and without delay, after written notice from the Owner to the Surety.

The Surety hereby waives notice of any and all modifications, omissions, additions, changes, alterations, extensions of time, changes in payment terms, and any other amendments in or about the Contract, and agrees that the obligations undertaken by this Bond shall not be impaired in any manner by reason of any such modifications, omissions, additions, changes, alterations, extensions of time, change in payment terms, and amendments.

The Surety hereby agrees that this Bond shall be deemed amended automatically and immediately, without formal or separate amendments hereto, upon any amendment to the Contract, so as to bind the Principal and the Surety to the full and faithful performance of the Contract as so amended or modified, and so as to increase the penal sum to the adjusted Contract Price of the Contract.

No right of action shall accrue on this Bond to or for the use of any person, entity or corporation other than the Owner and any other obligee named herein, or their executors, administrators, successors or assigns.

This Bond is intended to comply with O.C.G.A. Section 36-91-1 et seq., and shall be interpreted so; as to comply with; the minimum requirements thereof. However, in the event the express language of this Bond extends protection to; the Owner beyond that contemplated by O.C.G.A. Section 36-91-1 et seq. and O.C.G.A. Section 13-10-1, as amended, or any other statutory law applicable to this Project, then the additional protection shall be enforced in favor of the Owner, whether or not such protection is found in the applicable statutes.

**IN WITNESS WHEREOF** the undersigned have caused this instrument to be executed and their respective corporate seals to be affixed and attested by their duly authorized representatives this _____ day of _____, _____.

_____(SEAL)
(Principal)

By:_____

Attest:

_____
Secretary

_____(SEAL)
(Surety)

By:_____

Attest:

_____
Secretary

_____

(Address of Surety's Home Office)

_____
(Resident Agent of Surety)

**END OF SECTION**

# Insurance and Risk Management Provisions
# Asbestos Abatement and Demolition

It is Fulton County Government's practice to obtain Certificates of Insurance from our Contractors and Vendors. Insurance must be written by a licensed agent in a company licensed to write insurance in the State of Georgia, with an A.M. Best rating of at least A- VI, subject to final approval by Fulton County. Respondents shall submit with the bid/proposal evidence of insurability satisfactory to Fulton County Government as to form and content. Either of the following forms of evidence is acceptable:

- A letter from an insurance carrier stating that upon your firm/company being the successful Bidder/Respondent that a Certificate of Insurance shall be issued in compliance with the Insurance and Risk Management Provisions outlined below.
- A Certificate of Insurance complying with the Insurance and Risk Management Provisions outlined below (Request for Bid/Proposal number and Project Name, Number and Description must appear on the Certificate of Insurance).
- A combination of a specific policy written with an umbrella policy covering liabilities in excess of the required limits is acceptable to achieve the applicable insurance coverage levels.

Upon award, the Contractor/Vendor must maintain at their expense, insurance with policy limits equal to or greater than the limits described below. Proof of insurance must be provided to Fulton County Government prior to the start of any activities/construction as described in the bid document(s). Any and all Insurance Coverage(s) and Bonds required under the terms and conditions of the contract shall be maintained during the entire length of the contract, including any extensions or renewals thereto, and until all work has been completed to the satisfaction of Fulton County Government.

**Accordingly the Respondent shall provide a certificate evidencing the following:**

1. **WORKERS COMPENSATION/EMPLOYER'S LIABILITY INSURANCE – STATUTORY (In compliance with the Georgia Workers Compensation Acts, including but not limited to U.S. Longshoremen and Harbor Workers Act and any other State or Federal Acts or Provisions in which jurisdiction may be granted)**

| | | | |
|---|---|---|---|
| Employer's Liability Insurance | BY ACCIDENT | EACH ACCIDENT | $1,000,000 |
| Employer's Liability Insurance | BY DISEASE | POLICY LIMIT | $1,000,000 |
| Employer's Liability Insurance | BY DISEASE | EACH EMPLOYEE | $1,000,000 |

2. **COMMERCIAL GENERAL LIABILITY INSURANCE (Including contractual Liability Insurance)**

| | | |
|---|---|---|
| Bodily Injury and Property Damage Liability | Each Occurrence | $1,000,000 |
| (Other than Products/Completed Operations) | General Aggregate | $2,000,000 |
| Products\Completed Operation | Aggregate Limit | $2,000,000 |
| Personal and Advertising Injury | Limits | $1,000,000 |
| Damage to Rented Premises | Limits | $100,000 |

General Liability to include but not limited to premises, and operations; contractual liability; personal and advertising injury; explosion, collapse, and underground hazards;

products and completed operations; independent contractors liability; broad form property damage; demolition and blasting operations.

3. **BUSINESS AUTOMOBILE LIABILITY INSURANCE**
   **Combined Single Limits** Each Occurrence $1,000,000
   (Including operation of non-owned, owned, and hired automobiles).
   **Broadened Pollution Endorsement CA9948 and MCS 90**

4. **UMBRELLA LIABILITY**
   In excess of above noted coverages Per Occurrence $2,000,000

5. **CONTRACTORS POLLUTION LIABILITY** Each Occurrence $1,000,000

**Asbestos Abatement Operations –**
To provide coverage on a combined General Liability and Pollution Liability on an Occurrence Policy Form. Policy not to have a Sunset Clause.
To include three (3) years of extended Completed Operations coverage or a three (3) year extended reporting period.

**For All Other Operations -**
Pollution Liability Coverage may be provided by endorsement to General Liability Policy or a separate Pollution Liability Policy to include but not limited coverage for pesticides, herbicides.
To include three (3) years of extended Completed Operations coverage or a three (3) year extended reporting period.

Owner and Contractor waive all rights against each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section, or other property insurance applicable to the Work, accept such rights as they have to the proceeds of such insurance.

The policy will name Fulton County, The Contractor and Subcontractors of all tiers as Additional Insureds under the policy.

All policy deductibles are the sole responsibility of the Contractor.

## Certificates of Insurance

Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least thirty (30) days prior written notice to Fulton County Government. Policies and Certificates of Insurance are to list Fulton County Government as an Additional Insured (except for Workers' Compensation) and shall conform to all terms and conditions (including coverage of the indemnification and hold harmless agreement) contained in the Insurance and Risk Management Provisions. The General Liability Additional Insured language should apply to on-going and completed-operations, using ISO form CG 2010 (11/85 version) or equivalent.

If Fulton County Government shall so request, the Respondent, Contractor or Vendor will furnish the County for its inspection and approval such policies of insurance with all endorsements, or confirmed specimens thereof certified by the insurance company to be true and correct copies.

The Contractor agrees to name the Owner and all other parties required of the Contractor/Vendor shall be included as additional insureds on the CGL, using ISO Additional Insured Endorsement forms CG 2010 11/85 or its equivalent coverage to the additional insureds. This insurance for the additional insureds shall be as broad as the coverage provided for the named insured Contractor. It shall apply as Primary Insurance before any other insurance or self-insurance, including any deductible, non-contributory, and Waiver of Subrogation provided to the Additional Insureds.

Additional Insured under the General Liability, Auto Liability, Umbrella Policies (with exception of Workers Compensation and Professional Liability), with no Cross Suits exclusion.

**Important:**
It is understood that **Insurance in no way Limits the Liability of the Contractor/Vendor.**

## USE OF PREMISES

Contractor/Vendor shall confine its apparatus, the storage of materials and the operations of its workers to limits/requirements indicated by law, ordinance, permits and any restrictions of Fulton County Government and shall not unreasonably encumber the premises with its materials.

## PROTECTION OF PROPERTY

Contractor/Vendor will adequately protect its own work from damage, will protect Fulton County Government's property from damage or loss and will take all necessary precautions during the progress of the work to protect all persons and the property of others from damage or loss.

Contractor/Vendor shall take all necessary precautions for the safety of employees of the work and shall comply with all applicable provisions of the Federal, State and local safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the premises where work is being performed.

Contractor/Vendor shall erect and properly maintain at all times as required by the conditions and progress of the work, all necessary safeguards for the protection of its employees, Fulton County Government employees and the public and shall post all applicable signage and other warning devices to protect against potential hazards for the work being performed.

## INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

To the fullest extent of the Law, Contractor/Vendor hereby agrees to release, indemnify, defend and hold harmless Fulton County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents, from and against any and all losses (including death), claims, damages, liabilities, costs and expenses (including but not limited to all actions, proceedings, or investigations in respect thereof and any costs of judgments, settlements, court costs, attorney's fees or expenses, regardless of the outcome of any such action, proceeding, or investigation), caused by, relating to, based upon or arising out of any act or omission by Contractor/Vendor, its directors, officers, employees, subcontractors, successors, assigns or agents, or otherwise in connection (directly or indirectly) with its acceptance, or the performance, or nonperformance, of its obligations under these agreements. Such obligations shall not be construed to

negate, abridge or otherwise reduce any other rights or obligations of indemnity which would otherwise exist as to any party or person as set forth in this paragraph.

Contractor/Vendor further agrees to protect, defend, indemnify and hold harmless Fulton County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents from and against any and all claims or liability for compensation under the Worker's Compensation Act, Disability Benefits Act, or any other employee benefits act arising out of injuries sustained by any employees of Contractor/Vendor. These indemnities shall not be limited by reason of the listing of any insurance coverage.

CONTRACTOR/VENDOR ACKNOWLEDGES HAVING READ, UNDERSTANDING, AND AGREEING TO COMPLY WITH THIS INDEMNIFICATION AND HOLD HARMLESS AGREEMENT, AND THE REPRESENTATIVE OF THE CONTRACTOR/VENDOR IDENTIFIED BELOW IS AUTHORIZED TO SIGN CONTRACTS ON BEHALF OF THE RESPONDING CONTRACTOR/VENDOR.

COMPANY: _____ SIGNATURE: _____

NAME: _____ TITLE: _____

DATE: _____

# PURCHASING FORMS & INSTRUCTIONS

This section contains the procurement forms that are required to be executed and submitted with the bid package. This section does not contain all forms required to be included with the bid package submittal.

To be deemed responsive to this ITB, Bidders must provide the information requested and complete in detail all Purchasing Forms. The appropriate individual(s) authorized to commit the Bidder to the Project must sign the Purchasing Forms. Bidders should reproduce each Purchasing Form, as required, and complete the appropriate portions of the forms provided in this section.

- Form A: Non-Collusion Affidavit of Prime Bidder/Offeror
- Form B: Certificate of Acceptance of Request for Bid/Proposal Requirements
- Form C: Professional License Certifications ***(not applicable)***
  - Form C1 – Georgia Utility License Contractor License
  - Form C2 – Georgia General Contractors License
  - Form C3 – Georgia Professional License
- Form D: Certification Regarding Debarment
- Form E: Disclosure Form and Questionnaire
- Form F: Georgia Security and Immigration Contractor Affidavit and Agreement
- Form G: Georgia Security and Immigration Subcontractor Affidavit

## FORM A: NON-COLLUSION AFFIDAVIT OF BIDDER/OFFEROR

**STATE OF GEORGIA**

**COUNTY OF FULTON**

I, _____ certify that pursuant to Fulton County Code Section 2-320 (11), this bid or proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same work, labor or service to be done or the supplies, materials or equipment to be furnished and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences and civil damages awards. I agree to abide by all conditions of this bid or proposal and certify that I am authorized to sign this bid or proposal for the bidder.

Affiant further states that pursuant to O.C.G.A. Section 36-91-21 (d) and (e), _____ has not, by itself or with others, directly or indirectly, prevented or attempted to prevent competition in such bidding or proposals by any means whatsoever. Affiant further states that (s)he has not prevented or endeavored to prevent anyone from making a bid or offer on the project by any means whatever, nor has Affiant caused or induced another to withdraw a bid or offer for the work.

Affiant further states that the said offer of _____ is bona fide, and that no one has gone to any supplier and attempted to get such person or company to furnish the materials to the bidder only, or if furnished to any other bidder, that the material shall be at a higher price.

_____
(COMPANY NAME)

_____
(PRESIDENT/VICE PRESIDENT)

Sworn to and subscribed before me this _____ day of _____, 20__.

_____
(SECRETARY/ASSISTANT SECRETARY)

(Affix corporate seal here, if a corporation)

Notary Public: _____

County: _____

Commission Expires: _____

NOTE:

IF THE OFFEROR IS A PARTNERSHIP, ALL OF THE PARTNERS AND ANY OFFICER, AGENT, OR OTHER PERSON WHO MAY HAVE REPRESENTED OR ACTED FOR THEM IN BIDDING FOR OR PROCURING THE CONTRACT SHALL ALSO MAKE THIS OATH.

IF THE OFFEROR IS A CORPORATION, ALL OFFICERS, AGENTS, OR OTHER PERSONS WHO MAY HAVE ACTED FOR OR REPRESENTED THE CORPORATION IN BIDDING FOR OR PROCURING THE CONTRACT SHALL MAKE THE OATH.

## FORM B: FULTON COUNTY CERTIFICATE OF ACCEPTANCE OF BID/PROPOSAL REQUIREMENTS

This is to certify that on this day, offeror acknowledges that he/she has read this solicitation document, pages #_____ to #_____ inclusive, including any addenda # _____ to #_____ exhibit(s) #_____ to #_____, attachment(s) # to #_____, and/or appendices #_____ to #,_____in its entirety, and agrees that no pages or parts of the document have been omitted, that he/she understands, accepts and agrees to fully comply with the requirements therein, and that the undersigned is authorized by the offeror to submit the proposal herein and to legally obligate the offeror thereto.

This is also to certify that the offeror has reviewed the form Fulton County contract included in the solicitation documents and agrees to be bound by its terms, or that the offeror certifies that it is submitting any proposed modification to the contract terms with its proposal. The offeror further certifies that the failure to submit proposed modifications with the proposal waives the offeror's right to submit proposed modifications later. The offeror also acknowledges that the indemnification and insurance provisions of Fulton County's contract included in the solicitation documents are non-negotiable and that proposed modifications to said terms may be reason to declare the offeror's proposal as non-responsive.

Company: _____

Signature: _____

Name: _____

Title: _____

Date: _____

(Corporate Seal)

## FORM C1: CONTRACTOR'S GEORGIA UTILITY LICENSE CERTIFICATION

Contractor's Name: _____

Utility Contractor's Name: _____

Expiration Date of License: _____

I certify that the above information is true and correct and that the classification noted is applicable to the Bid for this Project.

Signed:

_____

Date:

_____

**(ATTACH COPY OF LICENSE)**

## FORM C2: CONTRACTOR'S GEORGIA GENERAL CONTRACTOR'S LICENSE CERTIFICATION

Contractor's Name: _____

General Contractor's License Number: _____

Expiration Date of License: _____

I certify that the above information is true and correct and that the classification noted is applicable to the Bid for this Project.

Signed:
_____

Date:
_____

**(ATTACH COPY OF LICENSE)**

## FORM C3: GEORGIA PROFESSIONAL LICENSE CERTIFICATION

**NOTE: Please complete this form for the work your firm will perform on this project.**

Contractor's Name: _____

Performing work as: Prime Contractor ____ Sub-Contractor _____

Professional License Type: _____

Professional License Number: _____

Expiration Date of License: _____

I certify that the above information is true and correct and that the classification noted is applicable to the Bid for this Project.

Signed:
_____

Date:
_____

**(ATTACH COPY OF LICENSE)**

## FORM D: CERTIFICATION REGARDING DEBARMENT

(1) The Offeror certifies that neither it or its subcontractors is presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from doing business with any government agency. Any such exclusion may cause prohibition of your firm from participating in any procurement by the Fulton County Government.

(2) If the Offeror is unable to certify to any of the statements in this certification, such Offeror or subcontractor shall attach an explanation to this bid or proposal.

### INSTRUCTIONS FOR CERTIFICATION

By signing and submitting this certification, the Offeror is providing the certification set out below:

(1) The certification in this clause is a material representation of fact upon which reliance will be placed. If it is later determined that the prospective vendor knowingly rendered a false certification, the Purchasing Agent may pursue all available remedies, including suspension and/or debarment, for withdrawal of award or termination of a contract.

(2) The prospective Offeror shall provide immediate written notice to the Purchasing Agent if at anytime the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(3) Offeror shall be under a continuing duty to immediately inform the Purchasing Agent in writing of any changes, if as a result of such changes, the Offeror certification regarding debarment is affected.

### DEBARMENT ORDINANCE

The following Section 2-322 of Fulton County Code of Laws establishes the procedure for the debarment of contractors.

**(a)** ***Authority to suspend.***

After reasonable notice to the entity involved and reasonable opportunity for that entity to be heard, the Purchasing Agent, after consultation with user department, the County Manager and the County Attorney shall have the authority to suspend an entity for cause from consideration for award of county contracts. As used in this section, the term entity means any business entity, individual, firm, contractor, subcontractor or business corporation, partnership, limited liability corporation, firm, contractor, subcontractor or business structured; provided, further, that any such entity shall also be subject to suspension under this section if any of its constituents, members, subcontractors at any tier of such entity's and the entity, or any constituent or member, knew or should have known of the commission of the act. The suspension shall be for a period not to exceed three (3) years unless cause is based on a felony conviction for an offense related or associated with fraudulent contracting or misappropriation of funds wherein the suspension shall not exceed seven (7) years.

**(b)** ***Causes for Suspension. The causes for suspension include:***

(1) Conviction for commission of a criminal offense as an incident to obtain or attempting to obtain a public or private contract or subcontract, or in performance of such contract or subcontract;

(2) Conviction of state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property or other offense indicating a lack of business integrity or business honesty which currently, seriously and directly affects responsibility as a county contractor.

(3) Conviction of state or federal anti-trust statues arising out of the solicitation and submission of bids and proposals;

(4) Violation of contract provisions, as set forth below, of a character which is regarded by the Purchasing Agent to be so serious as to justify suspension action:

a. Failure to perform in accordance with the specifications within a time limit provided in a county contract;

b. A recent record of failure to perform or unsatisfactory performance in accordance with the terms of one or more contracts; provided, that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for suspension;

c. Material representation of the composition of the ownership or workforce or business entity certified to the county as a minority business enterprise; or

d. Falsification of any documents.

(5) For violation of the ethical standards set forth in Fulton County Code Chapter 9, Code of Ethics.

(6) Knowing misrepresentation to the county, of the use which a majority owned contractor intends to make a minority business enterprise (a business entity at least 51 percent of which is owned and controlled by minority persons, as defined in Fulton County Code Chapter 6, Article B, Minority Business Enterprise Affirmative Action Program and certified as such by the County) as a subcontractor or a joint venture partner, in performing work under contract with the County.

Failure to fully and truthfully provide the information required, may result in the disqualification of your bid/proposal from consideration or termination of the Contract, once awarded. This document must be completed and included as a part of the bid/proposal package along with other required documents.

[SIGNATURES ON NEXT PAGE]

Under penalty of perjury, I declare that I have examined this certification and all attachments hereto, if applicable, to the best of my knowledge and belief, and all statements contained hereto are true, correct, and complete.

On this _____ day of _____, 20____

_____
(Legal Name of Offeror) (Date)

_____
(Signature of Authorized Representative) (Date)

_____
(Title)

## FORM E: DISCLOSURE FORM AND QUESTIONNAIRE

1. Please provide the names and business addresses of each of the Offeror's firm's officers and directors.

   For the purposes of this form, the term "Offeror" means an entity that responds to a solicitation for a County contract by either submitting a proposal in response to a Request for Proposal or a Request for Qualification or a Bid in response to an Invitation to Bid. Describe accurately, fully and completely, their respective relationships with said Offeror, including their ownership interests and their anticipated role in the management and operations of said Offeror.

2. Please describe the general development of said Offeror's business during the past five (5) years, or such shorter period of time that said Offeror has been in business.

3. Please state whether any employee, agent or representative of said Offeror who is or will be directly involved in the subject project has or has ever: (i) directly or indirectly had a business relationship with Fulton County; (ii) directly or indirectly received revenues from Fulton County; or (iii) directly or indirectly receives revenues from the result of conducting business on Fulton County property or pursuant to any contract with Fulton County. Please describe in detail any such relationship.

## LITIGATION DISCLOSURE:

Failure to fully and truthfully disclose the information required, may result in the disqualification of your bid or proposal from consideration or termination of the Contract, once awarded.

1. Please state whether any of the following events have occurred in the last five (5) years with respect to said Offeror. If any answer is yes, explain fully the following:

   (a) whether a petition under the federal bankruptcy laws or state insolvency laws was filed by or against said Offeror, or a receiver fiscal agent or similar officer was appointed by a court for the business or property of said Offeror;

   Circle One: YES NO

   (b) whether Offeror was subject of any order, judgment, or decree not subsequently reversed, suspended or vacated by any court of competent jurisdiction, permanently enjoining said Offeror from engaging in any type of business practice, or otherwise eliminating any type of business practice; and

   Circle One: YES NO

   (c) whether said Offeror's business was the subject of any civil or criminal proceeding in which there was a final adjudication adverse to said or Offeror, which directly arose from activities conducted by the business unit or corporate division of said Offeror which submitted a bid or proposal for the subject project. If so please explain.

   Circle One: YES NO

2. Have you or any member of your firm or team to be assigned to this engagement ever been indicted or convicted of a criminal offense within the last five (5) years?

   Circle One: YES NO

3. Have you or any member of your firm or team been terminated (for cause or otherwise) from any work being performed for Fulton County or any other Federal, State or Local Government?

   Circle One: YES NO

4. Have you or any member of your firm or team been involved in any claim or litigation adverse to Fulton County or any other federal, state or local government, or private entity during the last three (3) years?

   Circle One: YES NO

5. Has any offeror, member of offeror's team, or officer of any of them (with respect to any matter involving the business practices or activities of his or her employer), been notified within the five (5) years preceding the date of this offer that any of them are the target of a criminal investigation, grand jury investigation, or civil enforcement proceeding?

Circle One: YES NO

If you have answered "YES" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, the name of the court and the file or reference number of the case, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your proposal.

**NOTE: If any response to any question set forth in this questionnaire has been disclosed in any other document, a response may be made by attaching a copy of such disclosure. (For example, said Offeror's most recent filings with the Securities and Exchange Commission ("SEC") may be provided if they are responsive to certain items within the questionnaire.) However, for purposes of clarity, Offeror should correlate its responses with the exhibits by identifying the exhibit and its relevant text.**

Disclosures must specifically address, completely respond and comply with all information requested and fully answer all questions requested by Fulton County. Such disclosure must be submitted at the time of the bid or proposal submission and included as a part of the bid/proposal submitted for this project. Disclosure is required for Offerors, joint venture partners and first-tier subcontractors.

Failure to provide required disclosure, submit officially signed and notarized documents or respond to any and all information requested/required by Fulton County can result in the bid/proposal declared as non-responsive. This document must be completed and included as a part of the bid/proposal package along with other required documents.

[SIGNATURES ON NEXT PAGE]

Under penalty or\f perjury, I declare that I have examined this questionnaire and all attachments hereto, if applicable, to the best of my knowledge and belief, and all statements contained hereto are true, correct, and complete.

On this _____ day of _____, 20__

_____
(Legal Name of Proponent) (Date)

_____
(Signature of Authorized Representative) (Date)

_____
(Title)

**Sworn to and subscribed before me,**

This _____ day of _____ , 20___

_____
(Notary Public) (Seal)

Commission Expires _____
(Date)

# FORM F: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT

## Instructions:

Contractors must attest to compliance with the requirements of O.C.G.A 13-10-91 and the Georgia Department of Labor Rule 300-10-01-.02 by executing the Contractor Affidavit provided.

**STATE OF GEORGIA**

**COUNTY OF FULTON**

## FORM F: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with **[insert name of prime contractor]** _____ on behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services to this contract with **Fulton County Government**, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A/ 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the **Fulton County Government** at the time the subcontractor(s) is retained to perform such service.

_____
EEV/Basic Pilot Program* User Identification Number

_____
BY: Authorized Officer of Agent
(Insert Subcontract Name)

_____
Title of Authorized Officer or Agent of Subcontractor

_____
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this _____ day of _____, 20__.

Notary Public: _____

County: _____

Commission Expires: _____

**NOTE:**

*** As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).**

# FORM G: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

## Instructions:

In the event that your company is awarded the contract for this project, and will be utilizing the services of any subcontractor(s) in connection with the physical performance of services pursuant to this contract, the following affidavit must be completed by such subcontractor(s). Your company must provide a copy of each such affidavit to Fulton County Government, Department of Purchasing & Contract Compliance with the proposal submittal.

All subcontractor affidavit(s) shall become a part of the contract and all subcontractor(s) affidavits shall be maintained by your company and available for inspection by Fulton County Government at any time during the term of the contract. All subcontractor(s) affidavit(s) shall become a part of any contractor/subcontractor agreement(s) entered into by your company.

**STATE OF GEORGIA**

**COUNTY OF FULTON**

## FORM G: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with **[insert name of prime contractor]** _____behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

_____
EEV/Basic Pilot Program* User Identification Number

_____
BY: Authorized Officer of Agent
(Insert Subcontract Name)

_____
Title of Authorized Officer or Agent of Subcontractor

_____
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this _____ day of _____, 20__.

Notary Public: _____

County: _____

Commission Expires: _____

**NOTE:**

*** As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).**

# SECTION 7

# CONTRACT COMPLIANCE REQUIREMENTS

## NON-DISCRIMINATION IN PURCHASING AND CONTRACTING

It is the policy of Fulton County Government that discrimination against businesses by reason of the race, color, gender or national origin of the ownership of any such business is prohibited. Furthermore, it is the policy of the Board of Commissioners ("Board") that Fulton County and all vendors and contractors doing business with Fulton County shall provide to all businesses the opportunity to participate in contracting and procurement paid, in whole or in part, with monetary appropriations of the Board without regard to the race, color, gender or national origin of the ownership of any such business. Similarly, it is the policy of the Board that the contracting and procurement practices of Fulton County should not implicate Fulton County as either an active or passive participant in the discriminatory practices engaged in by private contractors or vendors seeking to obtain contracts with Fulton County.

### Implementation of Equal Employment Opportunity (EEO) Policy

The County effectuates Equal Employment Opportunity thru Policy #800-8, Non-Discrimination in Contracting and Procurement. This policy considers racial and gender workforce availability. The availability of each workgroup is derived from the work force demographics set forth in the 2000 Census EEO file prepared by the United States Department of Commerce for the applicable labor pool normally utilized for the contract.

### Monitoring of EEO Policy

Upon award of a contract with Fulton County, the successful bidder/proposer must complete an Equal Employment Opportunity Report (EEOR), describing the racial and gender make-up of the firm's work force. If the EEOR indicates that the firm's demographic composition indicates underutilization of employee's of a particular ethnic group for each job category, the firm will be required to submit an aggressive action plan setting forth steps the firm will take to address the identified underutilization.

## DETERMINATION OF GOOD FAITH EFFORTS

During the course of the project, the Prime Contractor shall demonstrate that they have made all efforts reasonably possible to ensure that Minority and Female Business Enterprises (MFBE) have had a full and fair opportunity to compete and win subcontracts on this project. The Prime Contractor is required to include all outreach attempts that would demonstrate a "Good Faith Effort" in the solicitation of sub-consultants/subcontractors.

Written documentation demonstrating the Prime Contractor's outreach efforts to identify, contact, contract with or utilize Minority or Female owned businesses shall include holding pre-bid conferences, publishing advertisements in general circulation media, trade association publications, minority-focused media, and the County's bid board, as well as other efforts.

Include a list of publications where the advertisement was placed as well as a copy of the advertisement. Advertisement shall include at a minimum, scope of work, project location, location(s) of where plans and specifications may be viewed or obtained and trade or scopes of

work for which subcontracts are being solicited.

## EQUAL BUSINESS OPPORTUNITY PLAN (EBO PLAN)

In addition to the proposal submission requirements, each vendor **must** submit an Equal Business Opportunity Plan (EBO Plan) with their bid/proposal. The EBO Plan is designed to enhance the utilization of a particular racial, gender or ethnic group by a bidder/proposer, contractor, or vendor or by Fulton County. The respondent **must** outline a plan of action to encourage and achieve diversity and equality in the available procurement and contracting opportunities with *this solicitation*.

The EBO Plan **must** identify and include:

1. Potential opportunities within the scope of work of *this solicitation* that will allow for participation of racial, gender or ethnic groups.

2. Efforts that will be made by the bidder/proposer to encourage and solicit minority and female business utilization in *this solicitation*.

Fulton County encourages joint ventures, teaming, partnering and mentor-protégé relationships with minority and female businesses in an effort to achieve contracting and procurement diversity.

**Prompt Payment:** The prime contractor **must** certify in writing and **must** document all subcontractors, sub-consultants and suppliers have been promptly paid for work and materials, (less any retainage by the prime contractor prior to receipt of any further progress payments). In the event the prime contractor is unable to pay subcontractors, sub-consultants or suppliers until it has received a progress payment from Fulton County, the prime contractor shall pay all subcontractors, sub-consultants or suppliers funds due from said progress payment within forty-eight (48) hours of receipt of payment from Fulton County. In no event shall a subcontractor, sub-consultant or supplier be paid later than fifteen (15) days as provided for by state law.

## REQUIRED FORMS AND EBO PLAN

In order to be compliant with the intent and provisions of the Fulton County Non-Discrimination in Purchasing and Contracting Ordinance (99-0960), bidders/proposers **must** submit the following completed documents. Failure to provide this information **shall** result in the proposal being deemed non-responsive.

- Exhibit A – Promise of Non-Discrimination
- Exhibit B – Employment Report
- Exhibit C – Schedule of Intended Subcontractor Utilization
- Exhibit D – Letter of Intent to Perform as a Subcontractor or Provide Materials or Services
- Exhibit E – Declaration Regarding Subcontractors Practices
- Exhibit F – Joint Venture Disclosure Affidavit
- Equal Business Opportunity Plan (EBO Plan). This document is not a form rather a statement created by the bidder/proposer on its company letter head addressing the EBO Plan requirements.
- Exhibit H – First Source Jobs Program Information, Form 2

The following document must be completed as instructed if awarded the project:

- Exhibit G – Prime Contractor's Subcontractor Utilization Report
- Exhibit H – First Source Jobs Program Agreement, Form 3

All Contract Compliance documents (Exhibits A – H and EBO Plan) are to be placed in a **separate sealed envelope** clearly marked "Contract Compliance". The EBO Plan must be submitted on company letterhead. These documents are considered part of and should be submitted with the Technical Proposal.

## EXHIBIT A – PROMISE OF NON-DISCRIMINATION

"Know all persons by these presents, that I/We (_____),
Name

_____ _____
Title Firm Name

Hereinafter "Company", in consideration of the privilege to bid on or obtain contracts funded, in whole or in part, by Fulton County, hereby consent, covenant and agree as follows:

1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin or gender in connection with any bid submitted to Fulton County for the performance of any resulting there from,

2) That it is and shall be the policy of this Company to provide equal opportunity to all businesses seeking to contract or otherwise interested in contracting with this Company without regard to the race, color, gender or national origin of the ownership of this business,

3) That the promises of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption,

4) That the promise of non-discrimination as made and set forth herein shall be made a part of, and incorporated by reference into, any contract or portion thereof which this Company may hereafter obtain,

5) That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling the Board to declare the contract in default and to exercise any and all applicable rights and remedies, including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owning on a contract; and

6) That the bidder shall provide such information as may be required by the Director of Contract Compliance pursuant to Section 4.4 of the Fulton County Non-Discrimination in Purchasing and Contracting Ordinance.

**SIGNATURE:**_____

**ADDRESS:**_____

_____

**TELEPHONE NUMBER:**_____

## EXHIBIT B – EMPLOYMENT REPORT

The demographic employment make-up for the bidder must be identified and submitted with this bid/proposal. In addition, if subcontractors will be utilized by the bidder/proposer to complete this project, then the demographic employment make-up of the subcontractor(s) must be identified and submitted with this bid.

| JOB CATEGORIES | **TOTAL EMPLOYED** | | **TOTAL MINORITIES** | | WHITE (Not Hispanic Origin) | | BLACK or AFRICAN AMERICAN (Not of Hispanic Origin) | | HISPANIC or LATINO | | AMERICAN INDIAN or ALASKAN NATIVE (AIAN) | | ASIAN | | NATIVE HAWAIIAN or OTHER PACIFIC ISLANDER (NHOP) | | TWO or MORE RACES | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | **M** | **F** | **M** | **F** | **M** | **F** | **M** | **F** | **M** | **F** | **M** | **F** | **M** | **F** | **M** | **F** | **M** | **F** |
| EXECUTIVE/SENIOR LEVEL OFFICIALS and MANAGERS | | | | | | | | | | | | | | | | | | |
| FIRST/MID LEVEL OFFICIALS and MANAGERS | | | | | | | | | | | | | | | | | | |
| PROFESSIONALS | | | | | | | | | | | | | | | | | | |
| TECHNICIANS | | | | | | | | | | | | | | | | | | |
| SALES WORKERS | | | | | | | | | | | | | | | | | | |
| ADMINISTRATIVE SUPPORT WORKERS | | | | | | | | | | | | | | | | | | |
| CRAFT WORKERS | | | | | | | | | | | | | | | | | | |
| OPERATIVES | | | | | | | | | | | | | | | | | | |
| LABORERS & HELPERS | | | | | | | | | | | | | | | | | | |
| SERVICE WORKERS | | | | | | | | | | | | | | | | | | |
| **TOTAL** | | | | | | | | | | | | | | | | | | |

FIRMS'S NAME _____

ADDRESS _____

TELEPHONE _____

This completed form is for (Check only _____ Bidder/Proposer _____ Subcontractor

one):

Submitted by: Date Completed:

## EXHIBIT C - SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

If the bidder/proposer intends to subcontract any portion of this scope of work/service(s), this form **must be** completed and **submitted with the bid/proposal.** All prime bidders/proposers **must** include Letter(s) of Intent (Exhibit D) in the bid document for all subcontractors who will be utilized under the scope of work/services.

**Prime Bidder/Proposer:**_____

**ITB/RFP Number:**_____

**Project Name or Description of Work/Service(s):**_____

_____

_____

1. My firm, as Prime Bidder/Proposer on this scope of work/service(s) is_____is not____a minority or female owned and controlled business enterprise. (Please indicate below the portion of work, including, percentage of bid/proposal amount that your firm will carry out directly):

   _____
   _____

2. If the Prime Bidder/Proposer is a Joint Venture, please complete Exhibit F: Joint Venture Disclosure Affidavit and attach a copy of the executed Joint Venture Agreement.

3. Sub-Contractors (including suppliers) to be utilized in the performance of this scope of work/service(s), if awarded, are:

SUBCONTRACTOR NAME:_____
ADDRESS:_____
_____
PHONE:_____
CONTACT PERSON:_____
ETHNIC GROUP*:_____COUNTY CERTIFIED**_____
WORK TO BE PERFORMED:_____
_____
DOLLAR VALUE OF WORK: $_____ PERCENTAGE VALUE:_____%

***Ethnic Groups: African American (AABE); Asian American (ABE); Hispanic American (HBE); Native American (NABE); White Female American (WFBE); **If yes, please attach copy of recent certification.**

SUBCONTRACTOR NAME:_____
ADDRESS:_____
_____
PHONE:_____
CONTACT PERSON:_____
ETHNIC GROUP*:_____COUNTY CERTIFIED**_____
WORK TO BE PERFORMED:_____
_____
DOLLAR VALUE OF WORK: $_____ PERCENTAGE VALUE:_____%

---

SUBCONTRACTOR NAME:_____
ADDRESS:_____
_____
PHONE:_____
CONTACT PERSON:_____
ETHNIC GROUP*:_____COUNTY CERTIFIED**_____
WORK TO BE PERFORMED:_____
_____
DOLLAR VALUE OF WORK: $_____ PERCENTAGE VALUE:_____%

---

SUBCONTRACTOR NAME:_____
ADDRESS:_____
_____
PHONE:_____
CONTACT PERSON:_____
ETHNIC GROUP*:_____COUNTY CERTIFIED**_____
WORK TO BE PERFORMED:_____
_____
DOLLAR VALUE OF WORK: $_____ PERCENTAGE VALUE:_____%

---

SUBCONTRACTOR NAME:_____
ADDRESS:_____
_____
PHONE:_____
CONTACT PERSON:_____
ETHNIC GROUP*:_____COUNTY CERTIFIED**_____
WORK TO BE PERFORMED:_____
_____
DOLLAR VALUE OF WORK: $_____ PERCENTAGE VALUE:_____%

***Ethnic Groups: African American (AABE); Asian American (ABE); Hispanic American (HBE); Native American (NABE); White Female American (WFBE); **If yes, please attach copy of recent certification.**

| **Total Dollar Value of Subcontractor Agreements: ($)** |
|---|

| **Total Percentage Value: (%)** |
|---|

**CERTIFICATION:** The undersigned certifies that he/she has read, understands and agrees to be bound by the Bid/Proposer provisions, including the accompanying Exhibits and other terms and conditions regarding sub-contractor utilization. The undersigned further certifies that he/she is legally authorized by the Bidder/Proposer to make the statement and representation in this Exhibit and that said statements and representations are true and correct to the best of his/her knowledge and belief. The undersigned understands and agrees that if any of the statements and representations are made by the Bidder/Proposer knowing them to be false, or if there is a failure of the intentions, objectives and commitments set forth herein without prior approval of the County, then in any such event the Contractor's acts or failure to act, as the case may be, shall constitute a material breach of the contract, entitling the County to terminate the Contract for default. The right to so terminate shall be in addition to, and in lieu of, any other rights and remedies the County may have for other defaults under the contract.

**Signature:**_____ **Title**:_____

**Firm or Corporate Name:**_____

**Address:**_____

_____

**Telephone:** (  )_____

**Fax Number:** (  )_____

**Email Address:**_____

## EXHIBIT D

## LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR OR PROVIDE MATERIALS OR SERVICES

This form **must** be completed by **ALL** known subcontractor and submitted with the bid/proposal. The Prime Contractor **must** submit Letters of Intent for **ALL** known subcontractors at time of bid submission.

**To:**_____
**(Name of Prime Contractor Firm)**

**From:**_____
**(Name of Subcontractor Firm)**

**ITB/RFP Number:**_____

**Project Name:**_____

The undersigned is prepared to perform the following described work or provide materials or services in connection with the above project (specify in detail particular work items, materials, or services to be performed or provided):

| Description of Work | Project Commence Date | Project Completion Date | Estimated Dollar Amount |
|---|---|---|---|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

_____ _____
**(Prime Bidder)** **(Subcontractor)**

**Signature**_____ **Signature**_____

**Title**_____ **Title**_____

**Date**_____ **Date**_____

## EXHIBIT E - DECLARATION REGARDING SUBCONTRACTING PRACTICES

If the bidder/proposer **does not intend to subcontract** any portion of the scope of work services(s), this form **must be** completed and submitted with the bid/proposal.

_____hereby declares that it is my/our intent to
**(Bidder)**

perform 100% of the work required for_____
**(ITB/RFP Number)**

_____
**(Description of Work)**

In making this declaration, the bidder/proposer states the following:

1. That the bidder/proposer does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform **all elements** of the work on this project with his/her own current work forces;

2. If it should become necessary to subcontract some portion of the work at a later date, the bidder/proposer will comply with all requirements of the County's Non-Discrimination Ordinance in providing equal opportunities to all firms to subcontract the work. The determination to subcontract some portion of the work at a later date shall be made in good faith and the County reserves the right to require additional information to substantiate a decision made by the bidder/proposer to subcontract work following the award of the contract. Nothing contained in this provision shall be employed to circumvent the spirit and intent of the County's Non-Discrimination Ordinances;

3. The bidder will provide, upon request, information sufficient for the County to verify Item Number one.

### AUTHORIZED COMPANY REPRESENTATIVE

**Name:**_____ **Title:**_____ **Date:**_____

**Signature:**_____

**Firm:**_____

**Address:**_____

**Phone Number:**_____

**Fax Number:**_____

**Email Address:**_____

## EXHIBIT F - JOINT VENTURE DISCLOSURE AFFIDAVIT

**ITB/RFP No.**_____

**Project Name**_____

This form must be completed and submitted with the bid/proposal if a joint venture approach is to be undertaken.

In order to evaluate the extent of small, minority and female business involvement being proposed by a Bidder/Proposer, certain relevant information must be provided prior to contract award. The information requested below is to clearly identify and explain the extent of small business participation in the proposed joint venture. All items must be properly addressed before the business entity can be evaluated.

1. **Firms:**

   1) **Name of Business:**_____
      **Street Address:**_____
      **Telephone No.:**_____
      **Nature of Business:**_____

   2) **Name of Business:**_____
      **Street Address:**_____
      **Telephone No.:**_____
      **Nature of Business:**_____

   3) **Name of Business:**_____
      **Street Address:**_____
      **Telephone No.:**_____
      **Nature of Business:**_____

**NAME OF JOINT VENTURE (If applicable):**_____

**ADDRESS:**_____

_____

**PRINCIPAL OFFICE:**_____

**OFFICE PHONE:**_____

**Note:** Attach additional sheets as required

1. Describe the capital contributions by each joint venturer and accounting thereof.

2. Describe the financial controls of the joint venture, e.g., will a separate cost center be established? Which venturer will be responsible for keeping the books? How will the expense therefore be reimbursed? What is the authority of each joint venture to commit or obligate the order?

3. Describe any ownership, options for ownership, or loans between the joint ventures. Identify terms thereof.

4. Describe the estimated contract cash flow for each joint venturer.

5. To what extent and by whom will the on-site work be supervised?

6. To what extent and by whom will the administrative office be supervised?

7. Which joint venturer will be responsible for material purchases including the estimated cost thereof? How will the purchase be financed?

8. Which joint venturer will provide equipment? What is the estimated cost thereof? How will the equipment be financed?

9. Describe the experience and business qualifications of each joint venturer.

10. Submit a copy of all joint venture agreements and evidence of authority to do business in the State of Georgia as well as locally, to include all necessary business licenses.

11. Percent of Minority/Female Business Enterprises ownership by each joint venture in terms of profit and loss sharing:_____

_____

_____

12. The authority of each joint venturer to commit or obligate the other:_____

_____

13. Number of personnel to be involved in project, their crafts and positions and whether they are employees of the Minority/Female Business Enterprises enterprise, the majority firm or the joint venture: _____

_____

14. Identification of control and participation in venture; list those individuals who are responsible for day-to-day management and policy decision-maker, including, but not limited to, those with prime responsibility for areas designated below; (use additional sheets if necessary)

| Name | Race | Sex | Financial Decisions | Supervision Field Operation |
|---|---|---|---|---|
| _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ |

In connection with any work that these firms, as a joint venture, might be authorized to perform in connection with above captioned contract, we each do hereby authorize representatives of the Fulton County Department of Contract Compliance, Departments of Purchasing and Contract Compliance, and Finance, under the direction of the County Manger's Office, to examine, from time to time, the books, records and files to the extent that such relate to this County project.

**WE DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, AND THAT WE ARE AUTHORIZED, ON BEHALF OF THE ABOVE FIRMS, TO MAKE THIS AFFIDAVIT AND GRANT THE ABOVE PRIVILEGE.**

**FOR**_____
**(Company)**

**Date:**_____ _____
**(Signature of Affiant)**

_____
**(Printed Name)**

_____
**(Company)**

**Date:**_____ _____
**(Signature of Affiant)**

_____
**(Printed Name)**

**State of**_____:

**County of**_____:

**On this _____ day of _____, 20___, before me, appeared _____, the undersigned officer, personally appeared _____ known to me to be the person described in the foregoing Affidavit and acknowledges that he (she) executed the same in the capacity therein stated and for the purpose therein**

**contained.**

## EXHIBIT – G PRIME CONTRACTOR/SUB-CONTRACTOR UTILIZATION REPORT

This report **must** be submitted by the **tenth day** of each month, along with a copy of your monthly invoice (schedule of values/payment application) to Contract Compliance. Failure to comply **shall** result in the County commencing proceedings to impose sanctions to the prime contractor, in addition to pursuing any other available legal remedy. Sanctions may include the suspending of any payment or part thereof, termination or cancellation of the contract, and the denial of participation in any future contracts awarded by Fulton County.

| REPORTING PERIOD | | PROJECT NAME: | |
|---|---|---|---|
| FROM: | | PROJECT NUMBER: | |
| TO: | | PROJECT LOCATION: | |

| PRIME CONTRACTOR | | Contract Award Date | Contract Award Amount | Change Order Amount | Contract Period | % Complete to Date |
|---|---|---|---|---|---|---|
| Name: | | | | | | |
| Address: | | | | | | |
| Telephone #: | | | | | | |

**AMOUNT OF REQUISITION THIS PERIOD:** $_____
**TOTAL AMOUNT REQUISITION TO DATE:** $_____
**TOTAL AMOUNT REQUISITION TO DATE:** $_____

**SUBCONTRACTOR UTILIZATION** (add additional rows as necessary)

| Name of Sub-Contractor | Description of Work | Contract Amount | Amount Paid To Date | Amount Requisition This Period | Contract Period Starting Date | Ending Date |
|---|---|---|---|---|---|---|
| | | | | | | |
| | | | | | | |
| | | | | | | |

| | | | | | | |
|---|---|---|---|---|---|---|
| | | | | | | |
| | | | | | | |
| | | | | | | |
| TOTALS | | | | | | |

**Executed By:** _____ _____

_____

*(Signature)* *(Printed Name)*

**Notary:** _____ **Date:** _____ **My Commission Expires:**

_____

**Should you have questions regarding any of the documents contained in Section 6, please feel free to contact the Office of Contract Compliance at (404) 763-6300, for further assistance.**

## EXHIBIT H

## FULTON COUNTY FIRST SOURCE JOBS PROGRAM

### STATEMENT OF POLICY:

It is the policy of Fulton County Government to provide employment opportunities to the citizens of Fulton County. This policy will apply to all contracts procured through the Department of Purchasing & Contract Compliance valued in excess of $200,000. The Prime Contractor is expected to utilize the First Source Jobs Program to fill 50% of the entry level jobs which arise as a result of any project funded in whole or in part with County funds with residents of Fulton County.

### PURPOSE:

The purpose of this policy is to create a pool of employable persons who are residents of Fulton County to be called upon as a source to fill jobs created as a result of any eligible project funded in whole or in part with County funds in order to provide stable economic opportunities for families throughout the County. The First Source Jobs Program will be implemented by the Department of Purchasing & Contract Compliance and the Office of Workforce Development.

### MONITORING POLICY:

Upon execution of a contract with Fulton County Government, the First Source Jobs Agreement (FSJ Form 2) will become a part of the contract between the bidder/proposer and Fulton County Government. The First Source Jobs Program will be monitored during routine site visits by the Office of Contract Compliance along with the Office of Workforce Development.

## FORM 1

## FULTON COUNTY

### First Source Jobs Program Information

**Company Name:** _____

**Project Number:** _____

**Project Name:** _____

**The following entry-level positions will become available as a result of the above referenced contract with Fulton County.**

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____

**Include a job description and all required qualifications for each position listed above.**

**Identify a company representative and contact phone number who will be responsible for coordinating with the First Source Jobs Program:**

**Company Representative:** _____

**Phone Number:** _____

**Email Address:** _____

**FORM 2**

**FULTON COUNTY**
**First Source Jobs Program Agreement**

Awarded Contractor's Name: _____

Formal Contract Name: _____

RFP/ITB Number: _____

Contact Person: _____

Contact Phone: _____

The contractor listed above agrees to the following:

1. The contractor shall make a good faith effort to fill 50% of the entry level position(s) created by this project using the Fulton County First Source Jobs Program.

2. The contractor shall provide the applicable details of every entry level job in writing within the required form.

3. The contractor shall be expected to present documentation that confirms employment terms to both the employee and Fulton County.

The Office of Contract Compliance will assist with monitoring the participation of First Source Jobs Program employees during routine site visits and report findings to the Office of Workforce Development for confirmation and follow-up. The Office of Workforce Development shall notify the Director of Human Services and the Purchasing Agent of any determination of non-compliance with the requirements of this policy and recommend a resolution or action to be taken.

Upon a determination by the Purchasing Agent and the Director of Human Services that a contractor has failed to comply with any portion of this policy, the County may impose the following:

1. Ten percent (10%) of all future payments under the involved eligible project shall be entitled to be withheld from a contractor that has violated this policy until the contractor complies with the provisions of this policy.

The undersigned agrees to the terms and conditions set forth in this agreement.

Contractor's Official Title: _____ Date: _____

Contractor's Name: _____

Contractor's Signature: _____

**FORM 3**

# SECTION 8
# GENERAL CONDITIONS

## 00700-1 FAMILIARITY WITH SITE

Execution of this agreement by the Contractor is a representation that the Contractor has visited the site, has become familiar with the local conditions under which the work is to be performed, and has correlated personal observations with the requirements of this agreement.

## 00700-2 CONTRACT DOCUMENTS

This agreement consists of Owner's invitation for bid, instructions to bidders, bid form, performance bond, payment bond, acknowledgments, the contract, general conditions, special conditions, specifications, plans, drawings, exhibits, addenda, and written change orders.

A. Notice of Award of Contract:

B. Execution of Contract Documents

Upon notification of Award of Contract, the Owner shall furnish the Contractor the conformed copies of Contract Documents for execution by the Contractor and the Contractor's surety.

Within ten (10) days after receipt the Contractor shall return all the documents properly executed by the Contractor and the Contractor's surety. Attached to each document shall be an original power-of-attorney for the person executing the bonds for the surety and certificates of insurance for the required insurance coverage.

After receipt of the documents executed by the Contractor and his surety with the power-of-attorney and certificates of insurance, the Owner shall complete the execution of the documents. Distribution of the completed documents will be made upon completion.

Should the Contractor and/or Surety fail to execute the documents within the time specified; the Owner shall have the right to proceed on the Bid Bond accompanying the bid.

If the Owner fails to execute the documents within the time limit specified, the Contractor shall have the right to withdraw the Contractor's bid without penalty.

Drawings and Specifications:

The Drawings, Specifications, Contract Documents, and all supplemental documents, are considered essential parts of the Contract, and requirements occurring in one are as binding as though occurring in all. They are intended to define, describe and provide for all Work necessary to complete the Project in an acceptable manner, ready for use, occupancy, or operation by the Owner.

In case of conflict between the Drawings and Specifications, the Specifications shall govern. Figure dimensions on Drawings shall govern over scale dimensions, and detailed Drawings shall govern over general Drawings.

In cases where products or quantities are omitted from the Specifications, the description and quantities shown on the Drawings shall govern.

Any ambiguities or need for clarification of the Drawings or Specifications shall be immediately reported to the Construction Manager in writing. Any such ambiguity or need for clarification shall be handled by the Construction Manager in writing. No clarification of the Drawings and Specifications hereunder by the Construction Manager shall entitle the Contractor to any additional monies unless a Change Order has been processed as provided by "Changes in the Contract" hereof.

Any work done by the Contractor following a discovery of such differing site condition or ambiguity or need for clarification in the Contract Drawings and Specifications prior to a written report to the Construction Manager shall not entitle the Contractor to additional monies and shall be done at the Contractor's risk.

The Construction Manager will furnish the Contractor five (5) copies of the Contract Drawings and the Specifications, one copy of which the Contractor shall have available at all times on the Project site.

## 00700-3 DEFINITIONS

The following terms as used in this agreement are defined as follows to the extent the definitions herein differ or conflict with those in the Instructions for Bidders, Section 00100, the definitions herein shall control.

Alternate bids – the amount stated in the bid or proposal to be added to or deducted from the amount of the base bid or base proposal if the corresponding change in project scope or alternate materials or methods of construction is accepted.

Base bid – the amount of money stated in the bid or proposal as the sum for which the bidder or proposer offers to perform the work.

Change Order - an alteration, addition, or deduction from the original scope of work as defined by the contract documents to address changes or unforeseen conditions necessary for project completion. A written order to the Contractor issued by the County pursuant to Fulton County Policy and Procedures 800-6 for changes in the work within the general scope of the contract documents, adjustment of the contract price, extension of the contract time, or reservation of determination of a time extension.

Construction Manager- shall mean the individual designated in writing, by the Director of the Housing and Human Services Department as the Construction Manager.

Contractor shall mean the party of the second part to the Contract Agreement or the authorized and legal representative of such party.

Contract Documents include the Contract Agreement, Contractor's Bid (including all documentation accompanying the Bid and any post-Bid documentation required by the County prior to the Notice of Award), Bonds, all Special Conditions, General Conditions, Supplementary Conditions, Specifications, Drawings and addenda, together with written amendments, change orders, field orders and the Construction Manager's written interpretations and clarifications issued in accordance with the General Conditions on or after the date of the Contract Agreement.

Shop drawing submittals reviewed in accordance with the General Conditions, geotechnical investigations and soils report and drawings of physical conditions in or relating to existing surface structures at or contiguous to the site are not Contract Documents.

Contract Price - The sum specified in the Agreement to be paid to the Contractor in consideration of the Work.

Contract Time shall mean the number of consecutive calendar days as provided in the Contract Agreement for completion of the Work, to be computed from the date of Notice to Proceed.

Owner or County shall mean Fulton County Government, party of the first part to the Contract Agreement, or its authorized and legal representatives.

Day - A calendar day of twenty-four hours lasting from midnight of one day to midnight the next day.

Director - Director of the Housing and Human Services Department of Fulton County, Georgia or the designee thereof.

Environmental Consultant – National Environmental Solutions, Inc conducted the asbestos survey.

Final Completion shall mean the completion of all work as required in accordance with the terms and conditions of the contract documents.

Liquidated Damages shall mean the amount, stated in the Contract Agreement, which the Contractor agrees to pay to the Owner for each consecutive calendar day beyond the Contract time required to complete the Project or for failing to comply with associated milestones. Liquidated Damages will end upon written notification from the Owner of Final Acceptance of the Project or upon written notification of from the Owner of completion of the milestone.

Notice to Proceed - A written communication issued by the County to the Contractor authorizing it to proceed with the work, establishing the date of commencement and completion of the work, and providing other direction to the Contractor.

Products shall mean materials or equipment permanently incorporated into the work.

Program Manager - Not used in this contract. Delete all references.

Project Manual - The Contract Documents.

Provide shall mean to furnish and install.

Substantial Completion - The date certified by the Construction Manager when all or a part of the work, as established pursuant to General Condition 0700-81, is sufficiently completed in accordance with the requirements of the contract documents so that the identified portion of the work can be utilized for the purposes for which it is intended.

Work or Project - All of the services specified, indicated, shown or contemplated by the contract documents, and furnishing by the Contractor of all materials, equipment, labor, methods, processes, construction and manufacturing materials and equipment, tools, plans, supplies, power, water, transportation and other things necessary to complete such services in accordance with the contract documents to insure a functional and complete facility.

## 00700-4 CODES

All codes, specifications, and standards referenced in the contract documents shall be the latest editions, amendments and revisions of such referenced standards in effect as of the date of the request for proposals for this contract.

## 00700-5 REVIEW OF CONTRACT DOCUMENTS

Before making its proposal to the County, and continuously after the execution of the agreement, the Contractor shall carefully study and compare the contract documents and shall at once report to the Construction Manager any error, ambiguity, inconsistency or omission that may be discovered, including any requirement which may be contrary to any law, ordinance, rule, or regulation of any public authority bearing on the performance of the work. By submitting its proposal, the Contractor agrees that the contract documents, along with any supplementary written instructions issued by or through the Construction Manager that have become a part of the contract documents, appear accurate, consistent and complete insofar as can be reasonably determined. If the Contractor has timely reported in writing any error, inconsistency, or omission to the Construction Manager, has properly stopped the affected work until instructed to proceed, and has otherwise followed the instructions of the Construction Manager, the Contractor shall not be liable to the County for any damage resulting from any such error, inconsistency, or omission in the contract documents. The Contractor shall not perform any portion of the work without the contract documents, approved plans, specifications, products and data, or samples for such portion of the work. For purposes of this section "timely" is defined as the time period in which the contractor discovers, or should have discovered, the error, inconsistency, or omission, with the exercise of reasonable diligence.

## 00700-6 STRICT COMPLIANCE

No observation, inspection, test or approval of the County or Construction Manager shall relieve the Contractor from its obligation to perform the work in strict conformity with the contract documents except as provided in General Condition 00700-48.

## 00700-7 APPLICABLE LAW

All applicable State laws, County ordinances, codes, and rules and regulations of all authorities having jurisdiction over the construction of the project shall apply to this agreement. The Contractor shall comply with the requirements of any Fulton County program concerning non-discrimination in contracting. All work performed within the right of way of the Georgia Department of Transportation and any railroad crossing shall be in accordance with Georgia Department of Transportation regulations, policies and procedures and, where applicable, those of any affected railroad. The Contractor shall comply with all laws, ordinances, codes, rules and regulations bearing on the conduct of the work as specified and the Contractor agrees to indemnify and hold harmless the County, its officers, agents and employees, as well as the Construction Manager and the Program Manager against any claim or liability arising from or based on the violation of any law, ordinance, regulation, order or decree affecting the conduct of the work, whether occasioned by the Contractor, his agents or employees.

## 00700-8 PERMITS, LICENSES AND BONDS

All permits and licenses necessary for the work shall be secured and paid for by the Contractor. If any permit, license or certificate expires or is revoked, terminated, or suspended as a result of any action on the part of the Contractor, the Contractor shall not be entitled to additional compensation or time. The Contractor shall obtain and keep in force at all times performance and payment bonds payable to Fulton County in penal amounts equal to 100% of the Contract price.

## 00700-9 TAXES

A. The Contractor shall pay all sales, retail, occupational, service, excise, old age benefit and unemployment compensation taxes, consumer, use and other similar taxes, as well as any other taxes or duties on the materials, equipment, and labor for the work provided by the Contractor which are legally enacted by any municipal, county, state or federal authority, department or agency at the time bids are received, whether or not yet effective. The Contractor shall maintain records pertaining to such taxes and levies as well as payment thereof and shall make the same available to the County at all reasonable times for inspection and copying. The Contractor shall apply for any and all tax exemptions which may be applicable and shall timely request from the County such documents and information as may be necessary to obtain such tax exemptions. The County shall have no liability to the Contractor for payment of any tax from which it is exempt.

B. The Contractor is obligated to comply with all local and State Sales and Use Tax laws. The Contractor shall provide the Owner with documentation to assist the Owner in obtaining sales and/or use tax refunds for eligible machinery and equipment used for the primary purpose of reducing or eliminating air or water pollution as provided for in Chapter 48-8-3 (36) and (37) of the Official Code of Georgia. All taxes shall be paid by the Contractor. All refunds will accrue to the Owner.

Acceptance of the project as complete and final payment will not be made by the Owner until the Contractor has fully complied with this requirement.

## 00700-10 DELINQUENT CONTRACTORS

The County shall not pay any claim, debt, demand or account whatsoever to any person firm or corporation who is in arrears to the County for taxes. The County shall be entitled to a counterclaim, backcharge, and offset for any such debt in the amount of taxes in arrears, and no assignment or transfer of such debt after the taxes become due shall affect the right of the County to offset any taxes owed against said debt.

## 00700-11 LIEN WAIVERS

The Contractor shall furnish the County with evidence that all persons who have performed work or furnished materials pursuant to this agreement have been paid in full prior to submitting its demand for final payment pursuant to this agreement. A final affidavit, Exhibit A, must be completed, and submitted to comply with requirements of 00700-11. In the event that such evidence is not furnished, the County may retain sufficient sums necessary to meet all lawful claims of such laborers and materialmen. The County assumes no obligation nor in any way undertakes to pay such lawful claims from any funds due or that may become due to the Contractor.

## 00700-12 MEASUREMENT

All items of work to be paid for per unit of measurement shall be subject to inspection, measurement, and confirmation by the Construction Manager.

## 00700-13 ASSIGNMENT

The Contractor shall not assign any portion of this agreement or moneys due there from (include factoring of receivables) without the prior written consent of the County. The Contractor shall retain personal control and shall provide personal attention to the fulfillment of its obligations pursuant to this agreement. Any assignment without the

express written consent of the County shall render this contract voidable at the sole option of the County.

## 00700-14 FOREIGN CONTRACTORS

In the event that the Contractor is a foreign corporation, partnership, or sole proprietorship, the Contractor hereby irrevocably appoints the Secretary of State of Georgia as its agent for service of all legal process for the purpose of this contract only.

## 00700-15 INDEMNIFICATION

The Contractor hereby assumes the entire responsibility and liability for any and all injury to or death of any and all persons, including the Contractor's agents, servants, and employees, and in addition thereto, for any and all damages to property caused by or resulting from or arising out of any act or omission in connection with this contract or the prosecution of work hereunder, whether caused by the Contractor or the Contractor's agents, Servants, or employees, or by any of the Contractor's subcontractors or suppliers, and the Contractor shall indemnify and hold harmless the County, the Construction Manager, County's Commissioners, officers, employees, successors, assigns and agents, or any of their subcontractors from and against any and all loss and/or expense which they or any of them may suffer or pay as a result of claims or suits due to, because of, or arising out of any and all such injuries, deaths and/or damage, irrespective of County or Construction Manager negligence (except that no party shall be indemnified for their own sole negligence). The Contractor, if requested, shall assume and defend at the Contractor's own expense, any suit, action or other legal proceedings arising there from, and the Contractor hereby agrees to satisfy, pay, and cause to be discharged of record any judgment which may be rendered against the County and the Construction Manager arising there from.

In the event of any such loss, expense, damage, or injury, or if any claim or demand for damages as heretofore set forth is made against the County or the Construction Manager, the County may withhold from any payment due or thereafter to become due to the Contractor under the terms of this Contract, an amount sufficient in its judgment to protect and indemnify it and the Construction Manager, County's Commissioners, officers, employees, successors, assigns and agents from any and all claims, expense, loss, damages, or injury; and the County, in its discretion, may require the Contractor to furnish a surety bond satisfactory to the County providing for such protection and indemnity, which bond shall be furnished by the Contractor within five (5) days after written demand has been made therefore. The expense of said Bond shall be borne by the Contractor.

## 00700-16 SUPERVISION OF WORK AND COORDINATION WITH OTHERS

The Contractor shall supervise and direct the work using the Contractor's best skill and attention. The Contractor shall be solely responsible for all construction methods and procedures and shall coordinate all portions of the work pursuant to the contract subject to the overall coordination of the Construction Manager. All work pursuant to this agreement shall be performed in a skillful and workmanlike manner.

The County reserves the right to perform work related to the Project with the County's own forces and to award separate contracts in connection with other portions of the project, other work on the site under these or similar conditions of the contract, or work which has been extracted from the Contractor's work by the County.

When separate contracts are awarded for different portions of the project or other work on the site, the term "separate contractor" in the Contract Documents in each case shall mean the contractor who executes each separate County Agreement.

The Contractor shall cooperate with the County and separate contractors in arranging the introduction and storage of materials and equipment and execution of their work, and shall cooperate in coordinating connection of its work with theirs as required by the Contract Documents.

If any part of the Contractor's Work depends for proper execution or results upon the work of the County or any separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Construction Manager any apparent discrepancies or defects in such other work that render it unsuitable for such proper execution and results **within fourteen (14) days** of discovery of such discrepancy or defect. Failure of the Contractor to so report in writing shall constitute an acceptance of the County's or separate contractor's work as fit and proper to receive the Work, except as to any defects which may subsequently become apparent in such work by others.

Any costs caused by defective or untimely work shall be borne by the party responsible therefore.

Should the Contractor wrongfully cause damage to the work or property of the County or to other work or property on the site, including the work of separate contractors, the Contractor shall promptly remedy such damage at the Contractor's expense.

Should the Contractor be caused damage by any other contractor on the Project, by reason of such other contractor's failure to perform properly his contract with the County, no action shall lie against the County or the Construction Manager inasmuch as the parties to this agreement are the only beneficiaries hereof and there are no third party beneficiaries and neither the County nor the Construction Manager shall have liabilities therefore, but the Contractor may assert his claim for damages solely against such other contractor. The Contractor shall not be excused from performance of the contract by reason of any dispute as to damages with any other contractor or third party.

Where the Work of this Contract shall be performed concurrently in the same areas as other construction work, the Contractor shall coordinate with the Construction Manager and the separate contractors in establishing mutually acceptable schedules and procedures that shall permit all jobs to proceed with minimum interference.

If a dispute arises between the Contractor and separate contractors as to their responsibility for cleaning up, the County may clean up and charge the cost thereof to the Contractor or contractors responsible therefore as the County shall determine to be just.

## 00700-17 ADMINISTRATION OF CONTRACT

The Program Manager and the Construction Manager shall provide administration services as hereinafter described.

For the administration of this Contract, the Construction Manager shall serve as the County's primary representative during design and construction and until final payment to the Contractor is due. The Construction Manager shall advise and consult with the County and the Program Manager. The primary point of contact for the Contractor shall be the Construction Manager. All correspondence from the Contractor to the County shall be forwarded through the Construction Manager. Likewise, all correspondence and instructions to the Contractor shall be forwarded through the Construction Manager.

The Construction Manager will determine in general that the construction is being performed in accordance with design and engineering requirements, and will endeavor to guard the County against defects and deficiencies in the Work.

The Construction Manager will not be responsible for or have control or charge of construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, nor will it be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. The Construction Manager will not be responsible for or have control or charge over the acts or omissions of the Contractor, its engineers, consultants, subcontractors, or any of their agents or employees, or any other persons performing the Work.

Based on the Construction Manager's observations regarding the Contractor's Applications for Payment, the Construction Manager shall determine the amounts owing to the Contractor, in accordance with the payment terms of the Contract, and shall issue Certificates for Payment in such amount to the County.

The Construction Manager shall render interpretations necessary for the proper execution or progress of the Work. Either party to the Contract may make written requests to the Construction Manager for such interpretations.

Claims, disputes and other matters in question between the Contractor and the County relating to the progress of the Work or the interpretation of the Contract Documents shall be referred to the Construction Manager for interpretation.

All interpretations of the Construction Manager shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in graphic form.

Except as otherwise provided in this Contract, the Construction Manager shall issue a decision on any disagreement concerning a question of fact arising under this Contract. The Construction Manager shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Construction Manager shall be final and conclusive unless, within thirty (30) days from the date of receipt of such copy, the Contractor files a written appeal with the Director of Public Works and mails or otherwise furnishes the Construction Manager a copy of such appeal. The decision of the Director of Public Works or the Director's duly authorized representative for the determination of such appeals shall be final and conclusive. Such final decision shall not be pleaded in any suit involving a question of fact arising under this Contract, provided such is not fraudulent, capricious, arbitrary, so grossly erroneous as necessarily implying bad faith, or is not supported by substantial evidence. In connection with any appeal proceeding under this Article, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of Contractor's appeal. Pending any final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Contract as directed by the Construction Manager.

The Construction Manager shall have authority to reject Work which does not conform to the Contract Documents. Whenever, in the Construction Manager's opinion, it is considered necessary or advisable for the implementation of the intent of the Contract Documents, the County shall have authority to require special inspection or testing of the Work whether or not such Work be then fabricated, installed or completed. The Contractor shall pay for such special inspection or testing if the Work so inspected or tested is found not to comply with the requirements of the contract; the County shall pay for special inspection and testing if the Work is found to comply with the contract.

Neither the Construction Manager's authority to act under this Subparagraph, nor any decision made by the Construction Manager in good faith either to exercise or not to exercise such authority, shall give rise to any duty or responsibility of the Construction Manager to the Contractor, any subcontractor, any of their agents or employees, or any other person performing any of the Work.

The Contractor shall provide such shop drawings, product data, and samples as may be required by the Construction Manager and/or as required by these Contract Documents.

The Construction Manager shall conduct inspections to determine Substantial Completion and Final Completion, and shall receive and forward to the County for review written warranties and related documents required by the Contract Documents and assembled by the Contractor. The Construction Manager shall approve and issue Certificates for Payment upon compliance with Substantial and Final Completion requirements indicated in General Conditions 00700-81, 00700-82, 00700-84 and 00700-85 of this Agreement.

Except as provided in General Condition 00700-48, the Contractor shall not be relieved from the Contractor's obligations to perform the work in accordance with the contract documents by the activities or duties of the County or any of its officers, employees, or agents, including inspections, tests or approvals, required or performed pursuant to this agreement.

## 00700-18 RESPONSIBILITY FOR ACTS OF EMPLOYEES

The Contractor shall employ only competent and skilled personnel. The Contractor shall, upon demand from the Construction Manager, immediately remove any superintendent, foreman or workman whom the Construction Manager may consider incompetent or undesirable.

The Contractor shall be responsible to the County for the acts and omissions of the Contractor's employees, subcontractors, and agents as well as any other persons performing work pursuant to this agreement for the Contractor.

## 00700-19 LABOR, MATERIALS, SUPPLIES, AND EQUIPMENT

Unless otherwise provided in this agreement, the Contractor shall make all arrangements with necessary support agencies and utility companies provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the execution and completion of the work.

## 00700-20 DISCIPLINE ON WORK SITE

The Contractor shall enforce strict discipline and good order among its employees and subcontractors at all times during the performance of the work, to include compliance with the Fulton County Drug Free Work Place Policy. The Contractor shall not employ any subcontractor who is not skilled in the task assigned to it. The Construction Manager may, by written notice, require the Contractor to remove from the work any subcontractor or employee deemed by the Construction Manager to be incompetent.

## 00700-21 HOURS OF OPERATION

All work at the construction site shall be performed during regular business hours of the Fulton County government, except upon the Construction Manager's prior written consent to other work hours. It is further understood that the Contractor's construction schedule is based on a normal 40 hours, five day work week, less Fulton County-

recognized holidays. Contractors work schedule shall not violate Fulton County Noise Ordinance by working hours inconsistent with the Fulton County Noise Ordinance. The County's current noise ordinance or other applicable ordinance shall govern. If the Contractor desires to work in excess of this limit, the Contractor shall submit a written request to the Construction Manager, a minimum of five days prior to the desired work date. The Contractor shall be responsible for any additional expenses incurred by the Owner as a result of the extended work hours, including resident inspection overtime. The cost associated with resident inspector overtime shall be deducted form the Contractor monthly payment request.

## 00700-22 FAMILIARITY WITH WORK CONDITIONS

The Contractor shall take all steps necessary to ascertain the nature and location of the work and the general and local conditions which may affect the work or the cost thereof. The Contractor's failure to fully acquaint itself with the conditions which may affect the work, including, but not limited to conditions relating to transportation, handling, storage of materials, availability of utilities, labor, water, roads, weather, topographic and subsurface conditions, other separate contracts to be entered into by the County relating to the project which may affect the work of the Contractor, applicable provisions of law, and the character and availability of equipment and facilities necessary prior to and during the performance of the work shall not relieve the Contractor of its responsibilities pursuant to this agreement and shall not constitute a basis for an equitable adjustment of the contract terms. The County reserves the right to perform with its own forces or to contract with other entities for other portions of the project work, in which case the Contractor's responsibility to assure its familiarity with work conditions hereunder shall include all coordination with such other contractors and the County necessary to insure that there is no interference between contractors as will delay or hinder any contractor in its prosecution of work on the project. The County assumes no responsibility for any understandings or representations concerning conditions of the work made by any of its officers, agents, or employees prior to the execution of this agreement.

## 00700-23 RIGHT OF ENTRY

The County reserves the right to enter the site of the work by such agent, including the Construction Manager, as it may elect for the purpose of inspecting the work or installing such collateral work as the County may desire. The Contractor shall provide safe facilities for such access so that the County and its agents may perform their functions.

## 00700-24 NOTICES

Any notice, order, instruction, claim or other written communication required pursuant to this agreement shall be deemed to have been delivered or received as follows:

Upon personal delivery to the Contractor, its authorized representative, or the Construction Manager on behalf of the County. Personal delivery may be accomplished by in-person hand delivery or bona fide overnight express service.

Three days after depositing in the United States mail a certified letter addressed to the Contractor or the Construction Manager for the County. For purposes of mailed notices, the County's mailing address shall be 141 Pryor Street, 6th Floor, Atlanta, Georgia 30303, or as the County shall have otherwise notified the Contractor. The Contractor's mailing address shall be the address stated in its proposal or as it shall have most recently notified the Construction Manager in writing.

## 00700-25 SAFETY

A. SAFETY, HEALTH AND LOSS PREVENTION

The Contractor shall be responsible for implementing a comprehensive project-specific safety, health and loss prevention program and employee substance abuse program for this project. All Sub-Contractors must either implement their own program or follow the Contractor's safety, health and loss prevention program and employee substance abuse program.

The Contractor's safety, health and loss prevention program and employee substance abuse program must meet or exceed all governmental regulations (OSHA, EPA, DOT, State, local), and any other specific Fulton County requirements

B. COUNTY'S SAFETY, HEALTH, AND LOSS PREVENTION PROCESS GUIDELINES AND REQUIREMENTS

The County and its agents reserve the right, but assume no duty, to establish and enforce safety, health, and loss prevention guidelines and to make the appropriate changes in the guidelines, for the protection of persons and property and to review the efficiency of all protective measures taken by the Contractor. The Contractor shall comply with all safety, health, and loss prevention process guidelines and requirements and changes made by the County or its agent(s). The issuance of any such guidelines or changes by the County or its agent(s) shall not relieve the Contractor of its duties and responsibilities under this Agreement, and the County or its agent(s) shall not thereby assume, nor be deemed to have assumed, any such duties or responsibilities of the Contractor.

C. COMPLIANCE OF WORK, EQUIPMENT, AND PROCEDURES WITH ALL APPLICABLE LAWS and REGULATIONS

All Work, whether performed by the Contractor or its Sub-Contractors of any tier, or anyone directly or indirectly employed by any of them, and all equipment, appliances, machinery, materials, tools and like items incorporated or used in the Work, shall be in compliance with and conform to:

1. All applicable laws, ordinances, rules, regulations and orders of any public, quasi-public or other governmental authority relating to the safety of persons and their protection against injury, specifically including, but in no event limited to, the Federal Occupational Safety and Health Act of 1970, as amended, and all rules and regulations now or hereafter in effect pursuant to said Act.

2. All rules, regulations, and requirements of the County or its agent(s) and its insurance carriers relating there to. In the event of a conflict or differing requirements the more stringent shall govern.

D. PROTECTION OF THE WORK

1. The Contractor shall, throughout the performance of the Work, maintain adequate and continuous protection of all Work and temporary facilities against loss or damage from whatever cause, shall protect the property of the County and third parties from loss or damage from whatever cause arising out of the performance of the Work, and shall comply with the requirements of the County or its agent(s) and its insurance carriers, and with all applicable laws, codes, rules and regulations, (as same may be

amended) with respect to the prevention of loss or damage to property as a result of fire or other hazards.

2. The County or its agent(s) may, but shall not be required to, make periodic inspections of the Project work area. In such event, however, the Contractor shall not be relieved of its aforesaid responsibilities and the County or its agent(s) shall not assume, nor shall it be deemed to have assumed, any responsibility otherwise imposed upon the assurance of Contractor by this Agreement.

E. SAFETY EQUIPMENT

1. The Contractor shall provide to each worker on the Project work area the proper safety equipment for the duties being performed by that worker and will not permit any worker on the Project work area who fails or refuses to use the same. The County or its agent shall have the right, but not the obligation, to order the removal of a worker from the Project work site for his/her failure to comply with safe practices or substance abuse policies.

F. EMERGENCIES

1. In any emergency affecting the safety of persons or property, or in the event of a claimed violation of any federal or state safety or health law or regulation, arising out of or in any way connected with the Work or its performance, the Contractor shall act immediately to prevent threatened damage, injury or loss and to remedy said violation. Failing such action the County or its agent(s) may immediately take whatever steps it deems necessary including, but not limited to, suspending the Work as provided in this Agreement.

2. The County or its agent(s) may offset any and all costs or expenses of whatever nature, including attorneys' fees, paid or incurred by the County or its agent(s) (whether such fees are for in-house counsel or counsel retained by the County or its agent), in taking the steps authorized by Section 00700-25(G) (1) above against any sums then or thereafter due to the Contractor. The Contractor shall defend, indemnify and hold the County, its officers, agents, and employees harmless against any and all costs or expenses caused by or arising from the exercise by the County of its authority to act in an emergency as set out herein. If the Contractor shall be entitled to any additional compensation or extension of time change order on account of emergency work not due to the fault or neglect of the Contractor or its Sub-Contractors, such additional compensation or extension of time shall be determined in accordance with General Condition 00700-52 and General Condition 00700-87 of this Agreement.

G. SUSPENSION OF THE WORK

1. Should, in the judgment of the County or its agent(s), the Contractor or any Sub-Contractor fail to provide a safe and healthy work place, the County or its agent shall have the right, but not the obligation, to suspend work in the unsafe areas until deficiencies are corrected. All costs of any nature (including, without limitation, overtime pay, liquidated damages or

other costs arising out of delays) resulting from the suspension, by whomsoever incurred, shall be borne by the Contractor.

2. Should the Contractor or any Sub-Contractor fail to provide a safe and healthy work place after being formally notified in writing by the County or its agents of such non-compliance, the contract may be terminated following the termination provision of the contract.

H. CONTRACTOR'S INDEMNITY OF THE COUNTY FOR CONTRACTOR'S NON-COMPLIANCE WITH SAFETY PROGRAM

1. The Contractor recognizes that it has sole responsibility to assure its Safety Program is implemented and to assure its construction services are safely provided. The Contractor shall indemnify, defend and hold the County and its agents harmless, from and against any and all liability (whether public or private), penalties (contractual or otherwise), losses, damages, costs, attorneys' fees, expenses, causes of action, claims or judgments resulting, either in whole or in part, from any failure of the Contractor, its Sub-Contractors of any tier or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, to comply with the safety requirements of the contract. The Contractor shall not be relieved of its responsibilities under the safety requirements of the Contract should the County or its agent(s) act or fail to act pursuant to its rights hereunder.

2. The Contractor shall not raise as a defense to its obligation to indemnify under this Subparagraph I any failure of those indemnified hereunder to assure Contractor operates safely, it being understood and agreed that no such failure shall relieve the Contractor from its obligation to assure safe operations or from its obligation to so indemnify. The Contractor also hereby waives any rights it may have to seek contribution, either directly or indirectly, from those indemnified hereunder.

3. In any and all claims against those indemnified hereunder by any employee of the Contractor, any Sub-Contractor of any tier or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Subparagraph I shall not be limited in any way as to the amount or type of damages, compensation or benefits payable by or for the Contractor or any Sub-Contractor of any tier under any workers' compensation act, disability benefit or other employee benefit acts.

## 00700-26 BLASTING AND EXCAVATION

The Contractor acknowledges that it is fully aware of the contents and requirements of O.C.G.A. § 25-9-1 through 25-9-12 concerning blasting and excavation near underground gas pipes and facilities and shall fully comply therewith.

## 00700-27 HIGH VOLTAGE LINES

The Contractor acknowledges that it is fully aware of the contents and requirements O.C.G.A. § 46-3-30 through 46-3-39 concerning safeguards against contact with high voltage lines, and the Contractor shall fully comply with said provisions.

## 00700-28 SCAFFOLDING AND STAGING

The Contractor acknowledges that it is the person responsible for employing and directing others to perform labor within the meaning of O.C.G.A. § 34-1-1 and agrees to comply with said provisions.

## 00700-29 CLEAN-UP

The Contractor shall clean up all refuse, rubbish, scrap materials, and debris caused by its operations to the end that the site of the work shall present a neat, orderly and workmanlike appearance at all times.

## 00700-30 PROTECTION OF WORK

The Contractor shall be responsible for maintenance and protection of the work, which shall include any County-furnished supplies, material, equipment, until final completion of this agreement and acceptance of the work as defined herein. Any portion of the work suffering injury, damage or loss shall be considered defective and shall be corrected or replaced by the Contractor without additional cost to the County.

## 00700-31 REJECTED WORK

The Contractor shall promptly remove from the project all work rejected by the Construction Manager for failure to comply with the contract documents and the Contractor shall promptly replace and re-execute the work in accordance with the contract documents and without expense to the County. The Contractor shall also bear the expense of making good all work of other Contractors destroyed or damaged by such removal or replacement.

## 00700-32 DEFECTIVE WORK

If the Contractor defaults or neglects to carry out any portion of the work in accordance with the contract documents, and fails within three days after receipt of written notice from the Construction Manager to commence and continue correction of such default or neglect with diligence and promptness, the County may, after three days following receipt by the Contractor of an additional written notice and without prejudice to any other remedy the County may have, make good such deficiencies and complete all or any portion of any work through such means as the County may select, including the use of a separate Contractor. In such case, an appropriate change order shall be issued deducting from the payments then or thereafter due the Contractor the cost of correcting such deficiencies. In the event the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the County on demand.

The County may, at its option, accept defective or nonconforming work instead of requiring its removal or correction. In such case, a change order shall be issued reducing the price due the contractor to the extent appropriate and equitable. Such contract price adjustment shall be effected whether or not final payment has been made.

## 00700-33 WARRANTY OF NEW MATERIALS

The Contractor warrants to the County that all materials and equipment furnished under this contract will be new unless otherwise specified, and the Contractor further warrants that all work will be of good quality, free from faults and defects, and in conformance with the contract documents. The warranty set forth in this paragraph shall survive final acceptance of the work.

## 00700-34 CONTRACTOR'S WARRANTY OF THE WORK

If within one year after the date of issuance of the certificate of final payment pursuant to General Condition 84, or within such longer period of time as may be prescribed by law or by the term of any applicable special warranty required by the contract documents, any of the work is found to be defective or not in accordance with the contract documents, the Contractor shall correct such work promptly after receipt of written notice from the Construction Manager to do so. This obligation shall survive both final payment for the work and termination of the contract.

## 00700-35 ASSIGNMENT OF MANUFACTURERS' WARRANTIES

Without limiting the responsibility or liability of the Contractor pursuant to this agreement, all warranties given by manufacturers on materials or equipment incorporated in the work are hereby assigned by the Contractor to the County. If requested, the Contractor shall execute formal assignments of said manufacturer's warranties to the County. All such warranties shall be directly enforceable by the County.

## 00700-36 WARRANTIES IMPLIED BY LAW

The warranties contained in this agreement, as well as those warranties implied by law, shall be deemed cumulative and shall not be deemed alternative or exclusive. No one or more of the warranties contained herein shall be deemed to alter or limit any other.

## 00700-37 STOP WORK ORDERS

In the event that the Contractor fails to correct defective work as required by the contract documents or fails to carry out the work in accordance with contract documents, the Construction Manager, in writing, may order the Contractor to stop work until the cause for such order has been eliminated. This right of the County to stop work shall not give rise to any duty on the part of the County or the Construction Manager to execute this right for the benefit of the Contractor or for any other person or entity.

## 00700-38 TERMINATION FOR CAUSE

If the Contractor is adjudged bankrupt, makes a general assignment for the benefit of creditors, suffers the appointment of a receiver on account of its insolvency, fails to supply sufficient properly skilled workers or materials, fails to make prompt payment to subcontractors or materialmen, disregards laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction, fails to diligently prosecute the work, or is otherwise guilty of a material violation of this agreement and fails within seven days after receipt of written notice to commence and continue correction of such default, neglect, or violation with diligence and promptness, the County may, after seven days following receipt by the Contractor of an additional written notice and without prejudice to any other remedy the County may have, terminate the employment of the Contractor and take possession of the site as well as all materials, equipment, tools, construction equipment and machinery thereon. The County may finish the work by whatever methods the County deems expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is completed. If the unpaid balance of the contract price exceeds the cost of completing the work, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the County on demand. This obligation for payment shall survive the termination of the contract. Termination of this agreement pursuant to this paragraph may result in disqualification of the Contractor from bidding on future County contracts.

## 00700-39 TERMINATION FOR CONVENIENCE

The County may, at any time upon written notice to the Contractor, terminate the whole or any portion of the work for the convenience of the County. The effective data of the terminations shall be provided in the written notice. Said termination shall be without prejudice to any right or remedy of the County provided herein. In addition, in the event this agreement has been terminated due to the default of the Contractor, and if it is later determined that the Contractor was not in default pursuant to the provisions of this agreement at the time of termination, then such termination shall be considered a termination for convenience pursuant to this paragraph.

## 00700-40 TERMINATION FOR CONVENIENCE - PAYMENT

If the Contract is terminated for convenience by the Owner as provided in this article, Contractor will be paid compensation for those services actually performed as approved by the Owner or his representative. Partially completed tasks will be compensated for based on a signed statement of completion prepared by the Project Manager and submitted to the Contractor which shall itemize each task element and briefly state what work has been completed and what work remains to be done. Contractor shall also be paid for reasonable costs for the orderly filing and closing of the project.

## 00700-41 TERMINATION FOR CONVENIENCE - PAYMENT LIMITATIONS

Except for normal spoilage, and except to the extent that the County shall have otherwise expressly assumed the risk of loss, there shall be excluded from the amounts payable to the Contractor the fair value, as determined by the Construction Manager, of property which is destroyed, lost, stolen or damaged so as to become undeliverable to the County or to another buyer.

## 00700-42 COST TO CURE

If the County terminates for cause the whole or any part of the work pursuant to this agreement, then the County may procure upon such terms and in such manner as the Construction Manager may deem appropriate, supplies or services similar to those so terminated, and the Contractor shall be liable to the County for any excess costs for such similar supplies or services. The Contractor shall continue the performance of this agreement to the extent not terminated hereunder.

## 00700-43 ATTORNEY'S FEES

Should the Contractor default pursuant to any of the provisions of this agreement, the Contractor and its surety shall pay to the County such reasonable attorney's fees as the County may expend as a result thereof and all costs, expenses, and filing fees incidental thereto.

## 00700-44 CONTRACTOR'S RESPONSIBILITIES UPON TERMINATION

After receipt of a notice of termination from the County, and except as otherwise directed by the Construction Manager, the Contractor shall:

1. Stop work under the contract on the date and to the extent specified in the notice of termination;
2. Place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of such portion of the work under the agreement as is not terminated;

3. Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the notice of termination;

4. Assign to the County in the manner, at the times, and to the extent directed by the Construction Manager, all of the rights, title and interest of the Contractor under the orders and subcontracts so terminated, in which case the County shall have the right, at its discretion, to settle or pay any and all claims arising out of the termination of such orders or subcontracts;

5. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts with the approval or ratification of the Construction Manager, to the extent the Construction Manager may require, which approval or ratification shall be final for all purposes;

6. Transfer title and deliver to the entity or entities designated by the Construction Manager, in the manner, at the times, and to the extent, if any, directed by the Construction Manager, and to the extent specifically produced or specifically acquired by the Contractor for the performance of such portion of the work as has been terminated:

   a. The fabricated or un-fabricated parts, work, and progress, partially completed supplies, and equipment, materials, parts, tools, dyes, jigs, and other fixtures, completed work, supplies, and other material produced as a part of or acquired in connection with the performance of the work terminated by the notice of termination; and

   b. The completed or partially completed plans, drawings, information, and other property to the work.

7. Use its best efforts to sell in the manner, at the times, to the extent, and at the prices directed or authorized by the Construction Manager, any property described in Section 6 of this paragraph, provided, however, that the Contractor shall not be required to extend credit to any buyer and further provided that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the County to the Contractor pursuant to this agreement.

8. Complete performance of such part of the work as shall not have been terminated by the notice of termination; and

9. Take such action as may be necessary, or as the Construction Manager may direct, for the protection and preservation of the property related to the agreement which is in the possession of the Contractor and in which the County has or may acquire an interest.

## 00700-45 RECORDS

The Contractor shall preserve and make available to the County all of its records, books, documents and other evidence bearing on the costs and expenses of the Contractor and any subcontractor pursuant to this agreement upon three days advance notice to the Contractor.

## 00700-46 DEDUCTIONS

In arriving at any amount due the Contractor pursuant to the terms of this agreement, there shall be deducted all liquidated damages, advance payments made to the Contractor applicable to the termination portion of the contract, the amount of any claim which the County may have against the Contractor, the amount determined

By the Construction Manager to be necessary to protect the County against loss due to outstanding potential liens or claims, and the agreed price of any materials acquired or sold by the Contractor and not otherwise recovered by or credited to the County.

## 00700-47 REIMBURSEMENT OF THE COUNTY

In the event of termination, the Contractor shall refund to the County any amount paid by the County to the Contractor in excess of the costs properly reimbursable to the Contractor.

## 00700-48 SUSPENSION, INTERRUPTION, DELAY, DAMAGES

The Contractor shall be entitled to only those damages and that relief from termination by the County as specifically set forth in this agreement. The Construction Manager may issue a written order requiring the Contractor to suspend, delay or interrupt all or any part of the work for such period of time as the County may determine to be appropriate for the convenience of the County. If the Construction Manager issues a written work order requiring the Contractor to suspend, delay or interrupt all or any part of the work and if the performance of the work is interrupted for an unreasonable period of time by an act of the County or any of its officers, agents, employees, contractors, or consultants in the administration of this agreement, an equitable adjustment may be made for any increase in the Contractor's costs of performance and any increase in the time required for performance of the work necessarily caused by the unreasonable suspension, delay, or interruption. Any equitable adjustment shall be reduced to writing and shall constitute a modification to this agreement. In no event, however, shall an equitable adjustment be made to the extent that performance of this agreement would have been suspended, delayed or interrupted by any other cause, including the fault or negligence of the Contractor. No claim for an equitable adjustment pursuant to this paragraph shall be permitted before the Contractor shall have notified the Construction Manager in writing of the act or failure to act involved, and no claim shall be allowed unless asserted in writing to the Construction Manager within ten days after the termination of such suspension, delay or interruption.

## 00700-49 COMMENCEMENT AND DURATION OF WORK

The County may issue a Notice to Proceed at any time within 120 days following execution of the contract by the County. The Contractor shall commence work pursuant to this agreement within ten days of mailing or delivery of written notice to proceed. The Contractor shall diligently prosecute the work to completion within the time specified therefore in the Agreement. The capacity of the Contractor's construction and manufacturing equipment and plan, sequence and method of operation and forces employed, including management and supervisory personnel, shall be such as to insure completion of the work within the time specified in the Agreement. The Contractor and County hereby agree that the contract time for completion of the work is reasonable taking into consideration the average climatic conditions prevailing in the locality of the work and anticipated work schedules of other contractors whose activities are in conjunction with or may affect the work under this contract.

## 00700-50 TIME OF THE ESSENCE

All time limits stated in this agreement are of the essence of this contract.

## 00700-51 IMPACT DAMAGES

Except as specifically provided pursuant to a stop work order or change order, the Contractor shall not be entitled to payment or compensation of any kind from the County for direct or indirect or impact damages including, but not limited to, costs of acceleration arising because of delay, disruption, interference or hindrance from any cause whatsoever whether such delay, disruption, interference or hindrance is reasonable or unreasonable, foreseeable or unforeseeable, or avoidable, provided, however, that this provision shall not preclude the recovery of damages by the Contractor for hindrances or delays due solely to fraud or bad faith on the part of the County, its agents, or employees. The Contractor shall be entitled only to extensions in the time required for performance of the work as specifically provided in the contract.

## 00700-52 DELAY

The Contractor may be entitled to an extension of the contract time, but not an increase in the contract price or damages, for delays arising from unforeseeable causes beyond the control and without the fault or negligence of the Contractor or its subcontractors for labor strikes, acts of God, acts of the public enemy, acts of the state, federal or local government in its sovereign capacity, by acts of another separate contractor, or by an act or neglect of the County.

## 00700-53 INCLEMENT WEATHER

The Contractor shall not be entitled to an extension of the contract time due to normal inclement weather. Unless the Contractor can substantiate to the satisfaction of the Construction Manager that there was greater than normal inclement weather and that such greater than normal inclement weather actually delayed the work, the Contractor shall not be entitled to an extension of time therefore. The following shall be considered the normal inclement weather days for each month listed, and extensions of time shall be granted in increments of not less than one half day only for inclement weather in excess of the days set out.

| | |
|---|---|
| January | 10 days |
| February | 10 days |
| March | 7 days |
| April | 6 days |
| May | 4 days |
| June | 3 days |
| July | 4 days |
| August | 2 days |
| September | 2 days |
| October | 3 days |
| November | 6 days |
| December | 9 days |

## 00700-54 DELAY - NOTICE AND CLAIM

The Contractor shall not receive an extension of time unless a Notice of Delay is filed with the Construction Manager within ten days of the first instance of such delay, disruption, interference or hindrance and a written Statement of the Claim is filed with the Construction Manager within 20 days of the first such instance. In the event that the Contractor fails to comply with this provision, it waives any claim which it may have for an extension of time pursuant to this agreement.

## 00700-55 STATEMENT OF CLAIM - CONTENTS

The Statement of Claim referenced in Article 00700-54 shall include specific information concerning the nature of the delay, the date of commencement of the delay, the construction activities affected by the delay, the person or organization responsible for the delay, the anticipated extent of the delay, and any recommended action to avoid or minimize the delay.

## 00700-56 WORK BEHIND SCHEDULE, REMEDY BY CONTRACTOR

If the work actually in place falls behind the currently updated and approved schedule, and it becomes apparent from the current schedule that work will not be completed within the contract time, the Contractor agrees that it will, as necessary, or as directed by the Construction Manager, take action at no additional cost to the County to improve the progress of the work, including increasing manpower, increasing the number of working hours per shift or shifts per working day, increasing the amount of equipment at the site, and any other measure reasonably required to complete the work in a timely fashion.

## 00700-57 DILIGENCE

The Contractor's failure to substantially comply with the requirements of the preceding paragraph may be grounds for determination by the County that the Contractor is failing to prosecute the work with such diligence as will insure its completion within the time specified. In such event, the County shall have the right to furnish, from its own forces or by contract, such additional labor and materials as may be required to comply with the schedule after 48 hours written notice to the Contractor, and the Contractor shall be liable for such costs incurred by the County.

## 00700-58 SET-OFFS

Any monies due to the Contractor pursuant to the preceding paragraph of this agreement may be deducted by the County against monies due from the County to the Contractor.

## 00700-59 REMEDIES CUMULATIVE

The remedies of the County under Articles 00700-56, 00700-57, and 00700-58 are in addition to and without prejudice to all of the rights and remedies of the County at law, in equity, or contained in this agreement.

## 00700-60 TITLE TO MATERIALS

No materials or supplies shall be purchased by the Contractor or by any Subcontractor subject to any chattel mortgage or under a conditional sales contract or other agreement by which any interest is retained by the seller. The Contractor hereby warrants that it has good and marketable title to all materials and supplies used by it in the work, and

the Contractor further warrants that all materials and supplies shall be free from all liens, claims, or encumbrances at the time of incorporation in the work.

## 00700-61 INSPECTION OF MATERIALS

All materials and equipment used in the construction of the project shall be subject to adequate inspection and testing in accordance with accepted standards and in accordance with the requirements of the contract documents. Additional tests performed after the rejection of materials or equipment shall be at the Contractor's expense.

## 00700-62 CONSTRUCTION MANAGER'S PRESENCE DURING TESTING

All tests performed by the Contractor shall be witnessed by the Construction Manager unless the requirement therefore is waived in writing. The Construction Manager may perform additional tests on materials previously tested by the Contractor, and the Contractor shall furnish samples for this purpose as requested.

## 00700-63 MATERIALS INCORPORATED IN WORK

The Contractor shall furnish all materials and equipment to be incorporated in the work. All such materials or equipment shall be new and of the highest quality available. Manufactured materials and equipment shall be obtained from sources which are currently manufacturing such materials, except as otherwise specifically approved by the Construction Manager.

## 00700-64 STORAGE OF MATERIALS

Materials and equipment to be incorporated in the work shall be stored in such a manner as to preserve their quality and fitness for the work and to facilitate inspection.

## 00700-65 PAYROLL REPORTS

The Contractor may be required to furnish payroll reports to the Construction Manager as required by the Owner Controlled Insurance Program.

## 00700-66 CONTRACTORS' REPRESENTATIVE

Before beginning work, the Contractor shall notify the Construction Manager in writing of one person within its organization who shall have complete authority to supervise the work, receive orders from the Construction Manager, and represent the Contractor in all matters arising pursuant to this agreement. The Contractor shall not remove its representative without first designating in writing a new representative. The Contractor's representative shall normally be present at or about the site of work while the work is in progress. When neither the Contractor nor its representative is present at the work site, the superintendent, foreman, or other of the Contractor' employee in charge of the work shall be an authorized representative of the Contractor.

## 00700-67 SPECIALTY SUB-CONTRACTORS

The Contractor may utilize the services of specialty subcontractors on those parts of the project which, under normal contracting practices, are performed by specialty subcontractors. The Contractor shall not award more than seventy-five percent of the work to subcontractors.

## 00700-68 INSPECTION BY THE CONSTRUCTION MANAGER

All work pursuant to this agreement shall be subject to inspection by the Construction Manager for conformity with contract drawings and specifications. The Contractor shall

give the Construction Manager reasonable advance notice of operations requiring special inspection of a portion of the work.

## 00700-69 WORK COVERED PRIOR TO CONSTRUCTION MANAGER'S INSPECTION

In the event that work is covered or completed without the approval of the Construction Manager, and such approval is required by the specifications or required in advance by the Construction Manager, the Contractor shall bear all costs involved in inspection notwithstanding conformance of such portion of the work to the contract drawings and specifications.

## 00700-70 SCHEDULING OF THE WORK

The work of this contract shall be planned, scheduled, executed, and reported as required by the Contract Documents.

## 00700-71 PROGRESS ESTIMATES

The Contractor shall prepare a written report for the Construction Manager's approval, on County forms, of the total value of work performed and materials and equipment obtained to the date of submission. Such a report must accompany each request for a progress payment and is subject to review and approval by the Construction Manager. Approval of a progress estimate or tendering of a progress payment shall not be considered an approval or acceptance of any work performed, and all estimates and payments shall be subject to correction in subsequent estimates. Progress payments shall be made for all completed activities and for materials suitably stored on-site.

## 00700-72 PROGRESS PAYMENTS

Upon approval of each monthly estimate of work performed and materials furnished, the Construction Manager shall approve payment to the Contractor for the estimated value of such work, materials, and equipment, less the amount of all prior payments and any liquidated damages. The Contractor will be paid 100 percent, less retainage, of the cost of materials received and properly stored on-site but not incorporated into the work. Payments for materials or equipment stored on the site shall be conditioned upon submission by the Contractor of bills of sale to establish the County's title to such materials or equipment. The Contractor's request for payment shall provide sufficient detail as to the work completed or materials purchased for which payment is requested to permit meaningful review by the Construction Manager.

## 00700-73 TIME OF PAYMENT

The Contractor will be paid within 45 days following receipt of an approved Progress Estimate. The Contractor expressly agrees that the payment provisions within this Contract shall supersede the rates of interest, payment periods, and contract and subcontract terms provided for under the Georgia Prompt Pay Act, O.C.G.A. §13-11-1 et seq., and that the rates of interest, payment periods, and contract and subcontract terms provided for under the Prompt Pay Act shall have no application to this Contract. The County shall not be liable for any late payment interest or penalty.

## 00700-74 RETAINAGE

The County shall retain from each progress payment ten percent of the estimated value of the work performed until the progress payments, including retainage, total 50 percent of the contract price. If a contract includes two or more projects or assignments that have been separately priced and have separate budgets, and the performances of such projects or assignments are not related to or dependent upon the performance of any

other, the 50 per cent limit shall be based upon the price for each individual project or assignment. Thereafter, no further retainage shall be withheld so long as the Contractor is making satisfactory progress to insure completion of the work within the time specified therefore. The County may reinstate the ten percent retainage in the event the Construction Manager determines that the Contractor is not making satisfactory progress to complete the work within the time specified in this agreement or in the event that the Construction Manager provides a specific cause for such withholding. The County may also withhold retainage upon substantial completion of the work as provided in O.C.G.A. §13-10-81(c). Interest may be paid upon the retainage in accordance with Georgia law.

## 00700-75 PAYMENT OF SUBCONTRACTORS

The Contractor shall promptly pay each subcontractor upon the receipt of payment from the County. Such payment shall be made from the amount paid to the Contractor pursuant to the subcontractor's work. The Contractor shall also maintain the records of the percentage retained from payments to the Contractor pursuant to such subcontractor's work. The Contractor shall procure agreements from each subcontractor requiring each subcontractor to pay their subcontractors, agents and employees in a similar manner. The County reserves the right to inquire of any subcontractor, supplier, materialmen, or subconsultant, the status of any indebtedness of the Contractor. The County further reserves the right to require the Contractor to designate on each instrument of payment exceeding $400.00 to subcontractors, suppliers, materialmen, and subconsultants that such payment is on account of the work under this Contract.

## 00700-76 COUNTY'S RESPONSIBILITIES TO SUBCONTRACTORS

Neither the County nor the Construction Manager shall have any obligation to pay any subcontractor except as otherwise required by law.

## 00700-77 PROGRESS PAYMENTS - ACCEPTANCE OF WORK

Certification of progress payments, as well as the actual payment thereof, shall not constitute the County's acceptance of work performed pursuant to this agreement.

## 00700-78 PAYMENTS IN TRUST

All sums paid to the Contractor pursuant to this agreement are hereby declared to constitute trust funds in the hands of the contractor to be applied first to the payment of claims of subcontractors, laborers, and suppliers arising out of the work, to claims for utilities furnished and taxes imposed, and to the payment of premiums on surety and other bonds and on insurance for any other application.

## 00700-79 JOINT PAYMENTS

The County reserves the right to issue any progress payment or final payment by check jointly to the Contractor and any subcontractor or supplier.

## 00700-80 RIGHT TO WITHHOLD PAYMENT

The Construction Manager may decline to approve payment and may withhold payment in whole or in part to the extent reasonable and necessary to protect the County against loss due to defective work, probable or actual third party claims, the Contractor's failure to pay subcontractors or materialmen, reasonable evidence that the work will not be completed within the contract time or contract price or damage to the County or any other contractor on the project.

## 00700-81 CERTIFICATE OF SUBSTANTIAL COMPLETION

Upon the Contractor's submission of a request for a certificate of Substantial Completion, the Construction Manager shall inspect the work and determine whether the work is Substantially Complete. If the work is Substantially Complete, the Construction Manager shall issue a certificate of Substantial Completion of the work which shall establish the date of Substantial Completion, shall state the responsibilities of the County and the Contractor for security, maintenance, heat, utilities, damage to the work and insurance, and shall fix the time within which the Contractor shall complete the items submitted by the Contractor as requiring correction or further work. The certificate of substantial completion of the work shall be submitted to the County and the Contractor for their written acceptance of the responsibilities assigned to them pursuant to such certificate.

If in the sole opinion of the Construction Manager, the work is not substantially complete, the Construction Manager shall notify the Contractor of such, in writing, and outline requirements to be met to achieve Substantial Completion.

## 00700-82 PAYMENT UPON SUBSTANTIAL COMPLETION

Upon Substantial Completion of the work and upon application by the Contractor and approval by the Construction Manager, the County shall make payment reflecting 100% work completed, less value of work remaining as determined by Construction Manager and any authorized retainage.

## 00700-83 COMMENCEMENT OF WARRANTIES

Warranties required by this agreement shall commence on the date of final completion of the project as determined under Article 00700-84 unless otherwise provided in the certificate of Substantial Completion.

## 00700-84 FINAL PAYMENT - WAIVER OF CLAIMS, DISPUTE OF FINAL PAYMENT

The acceptance of the Substantial Completion payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and identified by the Contractor as unsettled at the time of application for payment at Substantial Completion and except for the retainage sums due at final acceptance. Following the Construction Manager's issuance of the certificate of Substantial Completion and the Contractor's completion of the work pursuant to this agreement, the Contractor shall forward to the Construction Manager a written notice that the work is ready for final inspection and acceptance. If after inspection the Construction Manager certifies that the work is complete and issues written notification of such to the Contractor, the Contractor shall forward to the Construction Manager a final application for payment. The Construction Manager shall issue a certificate for payment, which shall approve final payment to the Contractor and shall establish the date of final completion.

In the event the Contractor timely disputes the amount of the final payment, the amount due the Contractor shall be deemed by the Contractor and the County to be an unliquidated sum and no interest shall accrue or be payable on the sum finally determined to be due to the Contractor for any period prior to final determination of such sum, whether such determination be by agreement of the Contractor and the County or by final judgment of the proper court in the event of litigation between the County and the Contractor. The Contractor specifically waives and renounces any and all rights it may have under O.C.G.A. §13-6-13 and agrees that in the event suit is brought by the Contractor against the County for any sum claimed by the Contractor under the Contract

or for any extra or additional work, no interest shall be awarded on any sum found to be due from the County to the Contractor in the final judgment entered in such suit. All final judgments shall draw interest at the legal rate, as specified by law.

## 00700-85 DOCUMENTATION OF COMPLETION OF WORK

Neither the final payment nor the remaining retainage shall become due until the Contractor submits the following documents to the Construction Manager:

a. An affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the work have been paid other otherwise satisfied;

b. The surety's consent to final payment; and

c. Any other data reasonably required by the County or Construction Manager establishing payment or satisfaction of all such obligations, including releases, waivers of liens, and documents of satisfaction of debts.

In the event that a subcontractor refuses to furnish a release or waiver as required by the County or Construction Manager, the Contractor may furnish a bond satisfactory to the County to indemnify the County against such loss. In the event that any lien or indebtedness remains unsatisfied after all payments are made, the contractor shall refund to the County all moneys that the County may become compelled to pay in discharging such lien or other indebtedness, including all costs and reasonable attorney's fees.

## 00700-86 GOVERNING LAW

Each and every provision of this agreement shall be construed in accordance with and governed by Georgia law. The parties acknowledge that this contract is executed in Fulton County, Georgia and that the contract is to be performed in Fulton County, Georgia. Each party hereby consents to the Fulton Superior Court's sole jurisdiction over any dispute which arises as a result of the execution or performance of this agreement, and each party hereby waives any and all objections to venue in the Fulton Superior Court.

## 00700-87 CHANGES IN THE WORK

A. CHANGE ORDERS

1. A Change Order is a written order to the Contractor signed to show the approval and the authorization of the County, issued after execution of the Contract, authorizing a change in the Work and/or an adjustment in the Contract Sum or the Contract Time. Change Orders shall be written using forms designated by the County with Contractor providing supporting documentation as required by the Construction Manager. The Contract Sum and the Contract Time may be changed only by approved Change Order pursuant to Fulton County Procedure 800-6. The amount payable by the Change Order is payment in full for all direct and indirect costs incurred and related to the work under said Change Order, including but not limited to delays, imports, acceleration, disruption and extended overhead. A Change Order signed by the Contractor indicates the Contractor's agreement therewith, including the adjustment in either or both of the Contract Sum or the Contract Time.

2. The County, without invalidating the Contract, may order changes in the Work within the general scope of the Contract as defined herein. The time allowed for performance of the work and the contract price to be paid to the Contractor may be adjusted accordingly.

3. The cost or credit to the County resulting from a change in the Work shall be determined in one or more of the following ways:

   a. By mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;

   b. By unit prices stated in the Contract Documents or subsequently agreed upon;

   c. By cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or

   d. By the method provided in Subparagraph A4 below.

4. If none of the methods set forth in Subparagraphs 3a, 3b, or 3c above is agreed upon, the Contractor, provided a written order signed by the Construction Manager is received, shall promptly proceed with the Work involved. The cost of such Work shall then be determined by the Construction Manager on basis of the reasonable expenditures and savings of those performing the Work attributable to the change. The cost of the change shall include only the items listed in Subparagraph 5a below, and in the case of either a decrease or an increase in the Contract Sum, an allowance for overhead and profit in accordance with the schedules set forth in Subparagraphs 5b and 6 below shall be applied to the cost or credit.

   a. In such case, and also under Subparagraph 3a above, the Contractor shall keep and present, in such form as the Construction Manager may prescribe, an itemized accounting of all actual costs expended, together with appropriate supporting data for inclusion in a Change Order.

   b. All hourly rate charges shall b submitted to the Construction Manager for prior review and approval. All hourly rate charges shall be properly supported as required by the Construction Manager with certified payrolls, or their acceptable equivalent. When authorized to proceed for a given change and actual expenditures have been made prior to execution of a Change Order for the entire change, such actual expenditures may be summarized monthly, and if approved, incorporated into a Change Order. When both additions and credits covering related Work or substitutions are involved in any one change, the allowance for overhead and profit shall be figured on the basis of the net increase or decrease, if any, with respect to that change.

5. In Subparagraphs 3 and 4 above, the items included in "Cost and "Overhead" shall be based on the following schedule:

   a. Unless otherwise provided in the Contract Documents, "Cost" shall be limited to the following: cost of materials incorporated into the Work, including sales tax and cost of delivery; cost of direct

labor (labor cost may include a pro rata share of foreman's account of the change) including social security, old age and unemployment insurance, and fringe benefits required by agreement or custom; workers' or workmen's compensation insurance; rental value of equipment and machinery; costs for preparing Shop Drawings.

b. Unless otherwise provided in the Contract Documents, "Overhead" shall include the following: bond and insurance premiums including increase and decreases from change in the Work, supervision, superintendence, construction parking, wages of timekeepers, watchmen and clerks, small tools, consumable supplies, expendables, incidentals, general office expense, the cost of additional reproduction for the Contractor's subcontractors beyond that agreed upon in the Contract Documents, construction parking, any additional costs of craft supervision by the Contractor's or subcontractors' superintendents, and overhead charges which would be customary and expended regardless of the change in the Work due to other overlapping activities which are included as part of the original Contract, and all other expenses not included in "Cost" above.

c. In the event that a change is issued by the County which would require the expenditure of substantial amounts of special supervision (beyond the foreman level) by the Contractor, the Contractor may, at the sole direction of the Construction Manager, be allowed to incorporate these charges into the agreement cost for the change.

6. In Subparagraphs 3 and 4 above, the allowance for overhead and profit combined, included in the total cost or credit to the County, shall be based on the following schedule:

a. For the Contractor, for any work performed by the Contractor's own forces, ten (10) percent of the cost.

b. For the Contractor, for any work performed by a Contractor's subcontractor, five (5) percent of the amount due the subcontractor.

c. For each subcontractor or sub-subcontractor involved, for any work performed by that subcontractor's or sub-subcontractor's own forces, ten (10) percent of the cost.

d. For each subcontractor, for work performed by a sub-subcontractor, five (5) percent of the amount due to the sub-subcontractor.

e. Cost to which overhead and profit is to be applied shall be determined in accordance with Subparagraph 5 above unless modified otherwise.

7. In order to facilitate checking of quotations for extras or credits, all proposals or bids, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs,

including labor cost, materials and subcontracts. Labor and materials shall be itemized in the manner defined in Subparagraph 4 above. Where major cost items are subcontracts, they shall be itemized also. In no case shall a change be approved without such itemization.

8. No payment shall be made for any changes to the contract that are not included in a fully executed Change Order.

B. CONCEALED, UNKNOWN AND DIFFERING CONDITIONS

1. Should concealed conditions be encountered in the performance of the Work below the surface of the ground, or should concealed or unknown conditions in an existing structure be at variance with the conditions indicated by the Contract Documents, or should unknown physical conditions below the surface of the ground or concealed or unknown conditions in an existing structure of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract, be encountered, the Contract Sum and Contract Time shall be equitably adjusted by Change Order upon request by either party made **within twenty (20) days after the first observance** of the conditions. No such request for equitable adjustment shall be valid unless the Contractor complies with this (20) days notice and Subparagraph C.1. below.

2. The Contractor shall promptly, and before such conditions are disturbed, notify the Construction Manager in writing of any claim of concealed, unknown or differing conditions pursuant to this paragraph. The Construction Manager shall authorize the Engineer to investigate the conditions, and if it is found that such conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the Work under this Contract, whether or not changed as a result of such conditions, an equitable adjustment shall be recommended to the Construction Manager.

3. No claim of the Contractor under this clause shall be allowed unless the Contractor has given the notice required in (a) above, prior to disturbing the condition.

4. No claim by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this Contract.

5. Any materially differing site condition as between what is shown on the Drawings and Specifications and actually found on site shall be immediately reported to the Construction Manager in writing prior to the commencement of Work at the site. Failure of the Contractor to notify the Construction Manager in writing of the differing site condition prior to performance of Work at the site shall constitute a waiver of any claim for additional monies. Any Change Order necessitated by the differing site condition shall be processed as provided under "Changes in the Contract".

C. REQUESTS FOR ADDITIONAL COST

1. If the Contractor wishes to request an increase in the Contract Sum, the Contractor shall give the Construction Manager written notice thereof

within twenty (20) days after the occurrence of the event, or identification of the conditions, giving rise to such request. This notice shall be give by the Contractor before proceeding to execute the Work, except in an emergency endangering life or property in which case the Contractor shall proceed in accordance with Article 00700-25 and Subparagraph A.4 above. No such request shall be valid unless so made within the twenty (20) days specified above. If the County and the Contractor cannot agree on the amount of the adjustment in the Contract Sum, it shall be determined by the Construction Manager. Any change in the Contract Sum resulting from such claim shall be documented by Change Order.

2. If the Contractor claims that addition cost is involved because of, but not limited to (1) any written interpretation pursuant to General Condition 00700-17 of this Agreement, (2) any order by the County to stop the Work pursuant to Articles 00700-25 and 00700-37 of this Agreement where the Contractor was not at fault, or any such order by the Construction Manager as the County's agent, or (3) any written order for a minor change in the Work issued pursuant to Paragraph D below, the Contractor shall submit a request for an increase in the Contract Sum as provided in Subparagraph C.1 above. No such claim shall be valid unless the Contractor complies with Subparagraph C.1 above and approved by the County pursuant to Change Order Policy 800-6.

D. MINOR CHANGES IN THE WORK

The Construction Manager may order minor changes in the Work not involving an adjustment in the Contract Price, extension of the time allowed for performance of the work and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by a written Change Directive issued by the Construction Manager, and shall be binding on the County and the Contractor. The Contractor shall carry out such written orders promptly.

E. BONDS

If any change order results in an increase in the contract price, the contractor shall increase the penal sum of the performance and payment bonds to equal the increased price.

## 00700-88 DISAGREEMENT WITH ORDERS FOR CHANGE

Contractor's written acceptance of a Change Order or other order for changes shall constitute his final and binding agreement to the provisions thereof and a waiver of all claims in connection therewith, whether direct or consequential in nature. Should Contractor disagree with any order for changes, he may submit a notice of potential claim to the Construction Manager, at such time as the order is set forth in the form of a Change Order. Disagreement with the provisions of an order for changes shall not relieve Contractor of his obligation under Article 00700-87 of this Agreement.

## 00700-89 NO WAIVER OF REMEDIES

Exercise by the County of any remedy is not exclusive of any other remedy available to County and shall not constitute a waiver of any such other remedies. Failure of the County to exercise any remedy, including breach of contract remedies, shall not preclude the County from exercising such remedies in similar circumstances in the future.

## 00700-90 LAND AND RIGHTS-OF-WAY

The owner will provide, as indicated in the Contract Documents and prior to Notice to Proceed, the lands upon which the work is to be done, right-of-way for access thereto, and such other lands which are designated for the use of the Contractor. The Contractor shall confine the Contractor's work and all associated activities to the easements and other areas designated for the Contractor's use. The Contractor shall comply with any limits on construction methods and practices which may be required by easement agreements. If, due to some unforeseen reason, the necessary easements are not obtained, the Contractor shall receive an equitable extension of contract time dependent upon the effect on the critical path of the project schedule or the County may terminate the Contract for its convenience.

## 00700-91 COORDINATION WITH STATE DEPARTMENT OF TRANSPORTATION

No clearing or grading shall be completed by Contractor within the State Department of Transportation (DOT) area under construction. The Contractor must coordinate his construction scheduling with DOT.

If the Contractor begins work before DOT's completion date, he must obtain the approval of DOT before starting work in the area. The state DOT has the right to stop the Contractor's work the DOT area.

The Contractor shall receive no additional compensation or damages resulting from delay or work stoppage from DOT actions or scheduling.

Contractor shall obtain DOT drawings of the DOT, project area for verification of road geometry, storm drains, etc. from Georgia Department of Transportation or Fulton County. The Contractor is responsible for obtaining any pertinent DOT revisions.

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## EXHIBIT A

## FINAL AFFIDAVIT

TO FULTON COUNTY, GEORGIA

I, _____, hereby certify that all suppliers of materials, equipment and service, subcontractors, mechanic, and laborers employed by _____ or any of his subcontractors in connection with the design and/or construction of _____ at Fulton County have been paid and satisfied in full as of _____, 200___, and that there are no outstanding obligations or claims of any kind for the payment of which Fulton County on the above-named project might be liable, or subject to, in any lawful proceeding at law or in equity.

_____
Signature

_____
Title

Personally appeared before me this _____ day of _____, 20_____. _____, who under Oath deposes and says that he is _____of the firm of _____, that he has read the above statement and that to the best of his knowledge and belief same is an exact true statement.

_____
Notary Public

_____
My Commission expires

END OF SECTION

# SECTION 9

## Scope of Work (To Follow)

## DIVISION 1

## 01010- SUMMARY OF WORK

## PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Summary of the Work

B. General Requirements

C. Special Project Procedures

### 1.2 SUMMARY OF THE WORK

The Project consists of the following major elements:

(I) 10 days prior to demolition, the selected vendor shall notify and coordinate with the EPA/EPD all required information for the lawful removal and disposal of asbestos or hazardous waste. The vendor shall be responsible for the legal abatement and disposal of all determined asbestos contaminated materials as outlined in the "Asbestos Survey Report" prepared by National Environmental Solutions, Inc. **(Exhibit B)** in accordance with State and Federal hazardous waste disposal guidelines. The contractor or sub-contractor of this work must be licensed to perform this type of work and insured in the State of Georgia. Obtaining all EPD/EPA permits and payment of any related permit fees are the responsibility of the selected contractor. Due to the close proximity of habitable residences, Fulton County will require air quality monitoring during the asbestos abatement process. The selected vendor shall be responsible for providing a Georgia State Licensed contractor to perform the monitoring work.

(II) Prior to any demolition or earthwork the selected vendor shall install approximately 1,500 LF of type C silt fence around sloping borders of the property boundaries and to use adequate erosion control measures to ensure all possible soil runoff areas are contained. Fulton County shall inspect and approve the installation of all erosion control measures. The assigned Fulton County Project Manager shall have the authority to require the selected vendor to install any additional Erosion Control measures as deemed necessary for compliance with code regulations.

(III) 10 days prior to demolition and to acquire the demolition permit, the selected vendor shall have a licensed exterminator treat the structures and prepare a vermin rodent eradication letter.

(IV) The selected vendor shall notify and coordinate the disconnection of Utilities present on site, including Water, Gas, and Electrical.

(V) Demolish, remove and dispose of all building structures including abandoned swimming pool from the site and remove all trash and debris from the demolition work and any pre-existing trash and debris located on the Delowe Place Apartments property. **All underground utility pipes shall remain on site, properly capped, disconnected and abandoned. Building taken down to grade, Asphalt roads, manholes, storm drains and curb and gutters shall remain**

**on site.** The Contractor shall provide clean suitable fill dirt for any caverns and depressions and compact the fill to 95% compaction, all disturbed ground shall be seeded ( Bermuda, Fescue, Rye Mix) and strawed. The selected vendor shall warranty the grassing for one year and shall reseed and fertilize any areas where grassing has not been established, at no additional cost to the County. All work shall be in conformance with OSHA Safety Standards.

(VI) Traffic control, job site security and safety of the site shall be the responsibility of the selected vendor.

(VII) Working hours shall be from 7:30 am to 5:00 pm Monday through Friday.

(VIII) Existing Trees shall not be harmed or damaged during construction. The Contractor shall use tree save fencing when required to protect trees and root systems.

1.3 GENERAL REQUIREMENTS

A. Smoking and Fire Precautions: No smoking, fire, or use of any fire or explosion producing tools or equipment will be permitted on the premises or at any locations where such may endanger said premises or the current operations thereon.

B. Manufacturers Qualifications: The manufacturers of all materials and equipment used must be reputable and regularly engaged in the manufacture of the particular material or equipment for the use and service to which it will be subjected.

C. Compliance with state and local laws: Comply will all applicable requirements of state and local laws and ordinances to the extent that such requirements do not conflict with federal laws or regulations.

D. Protection of public and private property: Take special care in working areas to protect public and private property. The Contractor shall replace or repair at their own expense any damaged water pipes, power and communication lines, or other public utilities, roads, curbs, gutters, sidewalks, drain pipes, sewer drainage ditches, all properties and fixtures (both permanent and temporary) and all plantings, including grass or sod on the site of the work. Leave the site in original or better condition after all cleanup work has been done.

E. Markers: Preserve all USGS, State of Georgia, and private markers; do not remove or disturb any such markers without prior approval from the Owner. Any removal and replacement of such markers shall be at the expense of the Contractor.

F. Approved Chemicals: All chemicals used during project construction or furnished for project operation, whether herbicide, pesticide, disinfectant, polymer, reactant, or of other classification, must show approval of either EPA or USDA. The use of all such chemicals and the disposal of residues shall be in strict conformance with instructions.

G. Preservation of Existing Vegetation: Take reasonable care during construction to avoid damage to vegetation. Leave undisturbed any trees, cultivated shrubs, flowers, etc., situated within public rights-of-way and/or easements through private property but not located directly within excavation limits. Transplant small ornamental trees,

cultivated shrubs, flowers, etc., located directly within excavation limits so they may be replaced during property restoration operations. Do not remove or disturb any tree larger than six inches (6") in diameter without the permission of the Owner. Take special precautions (including the provision of barricades and the temporary tying back of shrubbery and tree branches) for the protection and preservation of such objects throughout all stages of construction; the Contractor will be held liable for any damage that may result to said objects from excavation or construction operations. Trim any limbs or branches of trees broken during construction operations with a clean cut, and paint with an approved tree pruning compound. Treat tree trunks receiving damage from equipment with a tree dressing.

## 1.4 SPECIAL PROJECT PROCEDURES

Contractor shall comply with Fulton County Traffic Control Devices in supplying adequate signage, flagging, personnel, etc. for the entire project. Streets and traffic shall not be blocked during construction.

END OF SECTION 01010

# 01025- MEASUREMENT & PAYMENT

## Part 1 General

## 1.01 Scope

A. The Bid lists each item of the Project for which payment will be made. No payment will be made for any items other than those listed in the Bid or approved in writing by the assigned Fulton County Project Manager.

B. Required items of work and incidentals necessary for the satisfactory completion of the work which are not specifically listed in the Bid, and which are not specified in this Section to be measured or to be included in one of the items listed in the Bid, shall be considered as incidental to the work. All costs thereof, including Contractor's overhead costs and profit, shall be considered as included in the lump sum or unit prices for the various Bid items. The Contractor shall prepare the Bid accordingly.

C. Work includes furnishing all labor, equipment, tools and materials, which are not furnished by the Owner and performing all operations required to complete the work satisfactorily, in place, as specified and as indicated in the scope of work or contract documents.

### 1.02 Descriptions

A. Measurement of an item of work will be by the unit indicated in the Bid or a Lump Sum.

C. Payment will include all necessary and incidental related work not specified to be included in any other item of work listed in the Bid.

D. Unless otherwise stated in individual sections of the Specifications or in the Bid, no separate payment will be made for any item of work, materials, parts, equipment, supplies or related items required to perform and complete the work. The costs for all such items required shall be included in the price bid for item of which it is a part.

E. Payment will be made by Lump Sum when work is completed or extending unit prices multiplied by actual quantities provided and then summing the extended prices to reflect actual work performed. Such price and payment shall constitute full compensation to the Contractor for furnishing all plant, labor, equipment, tools and materials not furnished by the Owner and for performing all operations required to provide to the Owner the entire Project, complete and in place, as specified in the contract documents.

F. "Products" shall mean materials or equipment permanently incorporated into the work.

G. Quantities shown for the unit price items are subject to either increase or decrease, and that should the quantities of any of the items of work be increased, the Bidder proposes to do the additional work at the unit prices stated herein; and should the quantities be decreased, the Bidder also

understands that **payment will be made on the basis of actual quantities installed at the unit price item** and will make no claim for anticipated profits for any decrease in quantities; and that actual quantities will be determined upon completion of work, at which time adjustments will be made to the contract amount by direct increase or decrease. Task Allowance items and any **additional unforeseen work must be pre-approved and verified by the authorized Fulton County Construction Project Manager.**

In case of discrepancies between the figures shown in the unit prices and the totals, the unit prices shall apply and the totals shall be corrected to agree with the unit prices. In case of discrepancies between written amounts and figures, written amounts shall take precedence over figures and the sum of all Bid extensions (of unit prices) plus lump sum items shall take precedence over BID TOTAL.

END OF SECTION

# 01060- Regulatory Requirements/Permits

## Part 1 General

## 1.01 Scope

A. Permits and Responsibilities: The Contractor shall, without additional expense to the Owner, be responsible for obtaining all necessary licenses and permits for complying with any applicable federal, state, county and municipal laws, codes and regulations, in connection with the prosecution of the Work.

B. The Contractor shall take proper safety and health precautions to protect the Work, the workers, the public and the property of others.

C. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the Work.

END OF SECTION

# 01200 Project Meetings

## Part 1 General

### 1.01 Scope

A. Work under this Section includes all scheduling and administering of pre-construction and progress meetings as herein specified and necessary for the proper and complete performance of this Work.

B. Scheduling and Administration by Engineer:

1. Prepare agenda.

2. Make physical arrangements for the meetings.

3. Preside at meetings.

4. Record minutes and include significant proceedings and decisions.

5. Distribute copies of the minutes to participants.

### 1.02 Preconstruction Conference

A. The selected Fulton County Project Manager shall schedule the preconstruction conference prior to the issuance of the Notice to Proceed.

B. Representatives of the following parties are to be in attendance at the meeting:

1. Owner.

3. Contractor and superintendent.

4. Major subcontractors.

5. Representatives of governmental or regulatory agencies when appropriate.

C. The agenda for the preconstruction conference shall consist of the following as a minimum:

1. Distribute and discuss a list of major subcontractors and a tentative construction schedule.

2. Critical work sequencing.

3. Designation of responsible personnel and emergency telephone numbers.

4. Processing of field decisions and change orders.

5. Adequacy of distribution of Contract Documents.

6. Schedule and submittal of shop drawings, product data and samples.

7. Pay request format, submittal cutoff date, pay date and retain age.

8. Procedures for maintaining record documents.

9. Use of premises, including office and storage areas and Owner's requirements.

10. Major equipment deliveries and priorities.

11. Safety and first aid procedures.

12. Security procedures.

13. Housekeeping procedures.

14. Work hours.

## 1.03 Project Coordination Meetings

Project Coordination Meetings may be requested at any time at the discretion of the Owner, Engineer or Contractor. The party requesting a meeting shall provide the other two parties with as much notice as possible, as well as a written agenda for such meeting.

END OF SECTION

# 01310- CONSTRUCTION SCHEDULING

## Part 1 General

## 1.01 Scope

A. Time is of the essence regarding completion of this project. Works shall begin no later than 10 days from the execution of a formal written Contract and shall be substantially complete within **80 consecutive calendar** days from the issuance of a Notice to Proceed. The work under this Section includes preparing, furnishing, distributing, and periodic updating of the construction schedules as specified herein.

B. The purpose of the schedule is to demonstrate that the Contractor can complete the overall Project within the Contract Time and meet all required interim milestones.

## 1.03 Approval

Approval of the Contractor's detailed construction program and revisions thereto shall in no way relieve the Contractor of any of Contractor's duties and obligations under the Contract. Approval is limited to the format of the schedule and does not in any way indicate approval of, or concurrence with, the Contractor's means, methods and ability to carry out the Work.

## 1.04 Overall Project Schedule (OPS)

A. Within 5 days from the issuance of a Notice to Proceed the Contractor shall submit to the Owner for approval a detailed Overall Project Schedule of the Contractor's proposed operations for the duration of the Project.

4. The schedule shall identify the Notice to Proceed date, the Contract Completion date, major milestone dates, and a critical path.

5. The schedule shall be printed on a maximum 11 x 17 inch size paper. If the OPS needs to be shown on multiple sheets, a simplified, one page, summary bar chart showing the entire Project shall be provided.

6. The schedule shall have a horizontal time scale based on calendar days and shall identify the Monday of each week.

7. The schedule shall show the precedence relationship for each activity.

## 1.05 Updating

A. Show all changes occurring since previous submission of the updated schedule.

B. Indicate progress of each activity and show actual completion dates.

C. The Contractor shall be prepared to provide a narrative report at the Project Coordination Meetings. The report shall include the following:

1. A description of the overall Project status and comparison to the OPS.

2. Identify activities which are behind schedule and describe corrective action to be taken.

3. A description of changes or revisions to the Project and their effect on the OPS.

4. A description of the Near Term Schedule of the activities to be completed during the next 10 days. The report shall include a description of all activities requiring participation by the Engineer and/or Owner.

END OF SECTION

# 01540- JOB SITE SECURITY

## Part 1 General

## 1.01 Barricades, Lights and Signals

A. The Contractor shall furnish and erect such barricades, lights and danger signals and signs and shall provide such other precautionary measures for the protection of persons or property and of the Work as necessary. From sunset to sunrise, the Contractor shall furnish and maintain at least one light at each barricade and sufficient numbers of barricades shall be erected to keep vehicles from being driven on or into any Work under construction.

B. The Contractor will be held responsible for all damage to the Work due to failure of barricades, signs and lights and whenever evidence is found of such damage. The Contractor's responsibility for the maintenance of barricades, signs and lights shall not cease until the Project has been accepted by the Owner.

C. The Contractor will be responsible for securing the job site 24/7 to stop unauthorized access and will install and maintain safety precautions and signs during construction.

# 01562- DUST CONTROL

## Part 1 General

## 1.01 Scope

Limit blowing dust caused by construction operations by applying water or employing other appropriate means or methods to maintain dust control, subject to the approval of the Owner. As a minimum, this may require the use of a water wagon twice a day to suppress dusty conditions.

## 1.02 Protection of Adjacent Property

A. The Bidders shall visit the site and note the buildings, landscaping, roads, parking areas and other facilities near the Work site that may be damaged by their operations. The Contractor shall make adequate provision to fully protect the surrounding area and will be held fully responsible for all damages resulting from Contractor's operations.

END OF SECTION

# 01710- CLEANING

## GENERAL

1.5 CLEANING

A. The Contractor is responsible for clean up.

B. Maintain premises and public properties free from accumulations of waste, debris, and rubbish caused by operations.

C. Keep streets clean from mud, dirt, debris, and other materials removed from the job site. Promptly remove from the streets mud and dirt tracked by vehicles.

D. At completion of work, remove waste materials, rubbish, tools, equipment, machinery, and surplus materials. Clean all sight-exposed surfaces. Leave project clean and ready for construction work to follow, and ready for occupancy, as applicable.

E. Conduct cleaning and disposal operations to comply with local ordinances and anti-pollution laws.
   1. Do not burn or bury rubbish and waste materials on project site.
   2. Do not dispose of volatile waste such as mineral spirits, oil, and paint thinner in storm drains or sanitary sewers.

F. Hazard Control:
   1. Store volatile wastes in covered metal containers, and remove from premises daily.
   2. Prevent accumulation of waste which might cause hazardous conditions.
   3. Provide adequate ventilation during use of volatile and noxious substances.

1.6 DURING CONSTRUCTION

A. Clean building, grounds, and public properties and keep free from accumulations of waste materials and rubbish.

B. Wet down dry materials and rubbish to prevent dust.

C. At reasonable intervals during progress of Work, but in no case less than once a week, clean site and public properties and dispose of waste materials, debris and rubbish.

D. Provide on-site containers for collection of waste materials, debris, and rubbish. Type of container is at Contractor's option. Provide containers with adequate capacity to accommodate anticipated needs. If containers do not have adequate capacity, increase intervals of waste removal or capacity of containers until adequate capacity is provided.

1.7 FINAL CLEANING

A. Remove waste, debris, and surplus materials from site. Clean grounds; remove stains, spills, and foreign substances from paved areas and sweep clean. Rake clean other exterior surfaces.

B. Maintain cleaning until Final Completion.

C. Prior to Final Completion, or Owner occupancy, Contractor shall conduct an inspection of sight exposed interior and exterior surfaces, and all work areas, to verify that the entire work is clean.

END OF SECTION 017400

## EXHIBITS

EXHIBIT A: Final Affidavit
EXHIBIT B: "ASBESTOS SURVEY REPORT" Prepared by National Environmental Solutions, Inc.

## EXHIBIT A

## FINAL AFFIDAVIT

TO FULTON COUNTY, GEORGIA

I, _____, hereby certify that all suppliers of materials, equipment and service, subcontractors, mechanic, and laborers employed by _____ or any of his subcontractors in connection with the design and/or construction of _____ at Fulton County have been paid and satisfied in full as of _____, 200___, and that there are no outstanding obligations or claims of any kind for the payment of which Fulton County on the above-named project might be liable, or subject to, in any lawful proceeding at law or in equity.

_____
Signature

_____
Title

Personally appeared before me this _____ day of _____, 200_____. _____, who under Oath deposes and says that he is _____of the firm of _____, that he has read the above statement and that to the best of his knowledge and belief same is an exact true statement.

_____
Notary Public

_____
My Commission expires

**Description of Project:**

**The Project consists of the following major elements:**

The Fulton County Purchasing Department is soliciting bids from qualified vendors to provide all necessary equipment, labor and materials to perform the following: Asbestos Abatement, Pre-demolition rodent eradication and letter; Demolition and removal of all above ground building structures from 8 buildings(each building is approximately 4,650 square feet); Removal and disposal of all trash and debris. The location of the work is at 2337 Delowe Drive, East Point, Georgia 30344.

**Permits:**

The selected vendor shall be responsible for obtaining a Demolition Permit from Fulton County Environment and Community Development and preparing a rodent eradication letter. Also, the selected vendor shall be responsible for preparing and submitting a 10 day demolition notification letter to EPA and obtaining EPA approval regarding asbestos abatement and hazardous material removal before demolition may begin. **Exhibit B** is the report prepared by National Environmental Solutions, Inc. that outlines the location and quantities of asbestos to be removed. The selected vendor or sub-contractor performing this work must be licensed and insured in the State of Georgia and will perform the work in accordance with all State and Federal hazardous waste removal and disposal regulations.

# SECTION 10

# EXHIBITS

678.524.0203
fax 706.754.0209

# ASBESTOS SURVEY REPORT

## Apartment Complex
## 2327 DeLowe Drive
## East Point, GA 30344

NESI Project No.: 13-1803

Prepared For:

Ed Russell
Fulton County Department of Housing and Community Development
141 Pryor Street Suite 5001
Atlanta, GA

Training Division:
9916 Walden Street, Soddy Daisy, TN 37379

Main Office:
PO Box 220, Sautee, GA 30571

http:nationalenvironmentalsolutions.org
nationalenvironmental@msn.com

678.524.0203
fax 706.754.0209

June 3, 2013

Ed Russell
Fulton County Department of Housing and Community Development
141 Pryor Street Suite 5001
Atlanta, GA 30303

**RE: Asbestos Survey - Final Report**
**Apartment Complex (8 Buildings and Laundry Room)**
**2327 DeLowe Drive**
**East Point, GA 30344**

NESI Project No.:13-1803

Dear Mr. Russell:

National Environmental Solutions, Inc. (NESI) performed a survey for asbestos-containing materials (ACM) on the Apartment Complex located at 2327 DeLowe Drive in East Point, GA. Site work began on May 7th and continued through May 9th. NESIs' accredited building inspectors performed the survey. This report outlines the sampling and testing procedures, and presents the results along with our recommendations and conclusions.

NESI appreciates the opportunity to serve as your consultant on this project. If you should have any questions or if we can be of further service, please do not hesitate to call.

Sincerely,
**National Environmental Solutions, Inc.**

Douglas C. Campbell
Asbestos Inspector

Scott Anglin
Asbestos Inspector

678.524.0203
fax 706.754.0209

## EXECUTIVE SUMMARY

The purpose of this survey was to identify asbestos-containing materials (ACMs) and their locations within the Apartment Complex located at 2327 DeLowe Drive in East Point, GA. The survey was conducted pursuant to NESHAP requirements associated with the scheduled demolition plans. Site work began on May 7th and continued through May 9th. NESIs' accredited building inspectors performed the survey. The interior and exterior portions of the structures were surveyed, including the roofs.

The facility inspector performed a thorough visual inspection of all accessible areas, and identified homogeneous areas of suspect building materials.

The facility inspector collected a total of 302 bulk material samples of friable and non-friable suspect ACMs, in general compliance with the Environmental Protection Agency's (EPA's) Asbestos Hazard Emergency Response Act (AHERA, 40 CFR 763.86) protocol. Bulk material samples were submitted to AES and EMSL, both National Voluntary Laboratory Accreditation Program (NVLAP) accredited laboratories, and were analyzed using Polarized Light Microscopy (PLM), method No. EPA/600/R-93/116.

Laboratory results indicate that an ACM (greater than 1% asbestos, by definition) was detected in the following materials:

| Homogeneous Area No. | ACM Description | Location | Asbestos Content* | NF/F | Cat. I / II | RACM Y / N |
|---|---|---|---|---|---|---|
| JC | Joint Compound | Throughout all Buildings – (EXCEPT:Laundry Room) this material is in poor condition. Debris from Walls and Ceilings are scattered throughout the units. All interior contents are contaminated. | 2%-7% Chrysotile | F | N/A | Y |
| CT | Textured Ceiling Material | Only Observed in following Buildings: 2347 2337 2353 2327 2357 This material is in poor condition. Debris from Walls and Ceilings are scattered throughout the units. All interior contents are contaminated. - | 2%-7% Chrysotile | F | N/A | Y |

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| Homogeneous Area No. | ACM Description | Location | Asbestos Content* | NF/F | Cat. I / II | RACM Y / N |
|---|---|---|---|---|---|---|
| **PC** | **Popcorn Ceiling** | **Only Observed in following Buildings: 2347 2337 2327 2357 This material is in poor condition. Debris from Walls and Ceilings are scattered throughout the units. All interior contents are contaminated.** | **2% Chrysotile** | **F** | **N/A** | **Y** |
| **MM** | **Mirror Mastic** | **Located Sporadically throughout Apts – Behind Mirrors** | **15% Chrysotile** | **NF** | **I** | **N** |
| RS | Roof Shingles | Roof | NAD | N/A | N/A | N/A |
| RF | Roof Felt | Roof | NAD | N/A | N/A | N/A |
| CF | Concrete Flooring | Throughout | NAD | N/A | N/A | N/A |
| LC | Lightweight Concrete | Throughout | NAD | N/A | N/A | N/A |
| WC | Window Caulking | Windows (Exterior) | NAD | N/A | N/A | N/A |
| FT | Floor Tile | Randomly Throughout | NAD | N/A | N/A | N/A |
| SF | Sheet Flooring | Randomly Throughout | NAD | N/A | N/A | N/A |
| BM | Brick Mortar | Exterior | NAD | N/A | N/A | N/A |
| KD | Knock Down | Throughout | NAD | N/A | N/A | N/A |
| PL | Plaster | Throughout | NAD | N/A | N/A | N/A |
| FF | Flooring Felt | Throughout | NAD | N/A | N/A | N/A |

NF = Non - Friable Material
F = Friable Material
sf = Square Feet
lf = Linear Feet
* = By Point Count.

CAT. I = Category I non-friable asbestos-containing material (ACM) means asbestos-containing packings, gaskets, resilient floor covering, and asphalt roofing products containing more than 1 percent asbestos and determined using the method specified in Appendix A, Subpart F, 40 CFR Part 763, Section 1, Polarized Light Microscopy.

CAT. II = Category II non-friable ACM means any material, excluding Category I non-friable ACM, containing more than 1 percent asbestos as determined using the methods specified in Appendix A, Subpart F, 40 CFR Part 763 Section 1, Polarized Light Microscopy that, when dry, cannot be crumbled, pulverized, or reduced to powder by hand pressure.

RACM = Regulated asbestos-containing material (a) Friable asbestos material, (b) Category I non-friable ACM that has become friable, (c) Category I non-friable ACM that will be or has been subjected to sanding, grinding, cutting, or abrading, or (d) Category II non-friable ACM that has a high probability of becoming or has become crumbled, pulverized, or reduced to powder by the forces expected to act on the material in the course of demolition or renovation operations regulated by this subpart.

NAD = No Asbestos Detected

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## INTRODUCTION

The purpose of this survey was to identify asbestos-containing materials (ACMs) and their locations within the Apartment Complex located at 2327 DeLowe Drive in East Point, GA. The survey was conducted pursuant to NESHAP requirements associated with the scheduled demolition plans. Site work began on May 7th and continued through May 9th. NESIs' accredited building inspectors performed the survey. The interior and exterior portions of the structures were surveyed, including the roofs.

## FACILITY DESCRIPTION

The facility consists of 84 apartment units in 8 buildings plus a laundry facility. All buildings appeared to be of similar construction with similar construction dates: Wood frame construction with roof truss systems. The exterior component was brick and the roofs were nominal pitch with asphalt shingles.

Interior components consisted of drywall walls with textured ceilings in most of the units. Linoleum was present in the kitchens and bathrooms with carpet throughout the other portions of the units. Knock down walls and sprayed popcorn ceilings were also represented in a few of the units.

The complex has been vacant for an extended period of time and has suffered extensive damage. Several units have experienced significant structural damage.

## ASBESTOS SURVEY PROCEDURES

The asbestos survey was performed by visually observing accessible areas of the building for materials likely to contain asbestos mineral fibers. EPA accredited building inspectors performed the visual observations (refer to Appendix F for personnel qualifications). Both friable and non-friable materials were sampled (a friable material is one that can be crushed when dry by normal hand pressure).

After the overall visual survey was completed, representative sampling areas were determined. The surveyor delineated homogeneous areas of suspect materials and samples of each material were obtained to generally comply with OSHA and NESHAP regulations. The field surveyor determined sample locations based on previous experience.

After completion of the fieldwork, the samples were delivered to AES and EMSL laboratories for analysis. The samples were analyzed by Polarized Light Microscopy (PLM) coupled with dispersion staining in general accordance with EPA 600/M-4-82-020. Utilizing this procedure the various asbestos minerals (chrysotile, amosite, crocidolite, actinolite, tremolite, and anthophylite) can be determined. The percentages of asbestos minerals in the samples were visually determined by the microscopist. Please note that the EPA designates all materials containing greater than 1% asbestos as "asbestos-containing".

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## ASBESTOS-CONTAINING MATERIALS

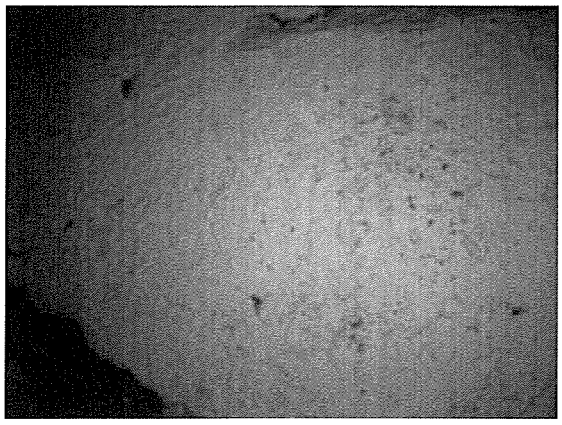
A total of 302 samples of suspect building materials were collected during the survey representing the different homogeneous areas. Building materials sampled include floor tiles and associated mastics, concrete flooring, adhesives/mastics, drywall/joint compound, ceiling textures, wall textures, roofing, window caulk, and linoleum located in various areas throughout the building. The results of the laboratory analysis are included in Appendix E. For further documentation, photographs of the various materials sampled are included.

The ACMs determined and presumed to be present are discussed further in the following paragraphs:

### Textured Ceiling

Representative samples were collected of the two (2) types of textured ceiling material present in the buildings. Regulated amounts of Chrysotile asbestos was found in this material.

The textured ceiling material identified throughout is classified by the EPA as a friable asbestos containing material. This material must be removed by a licensed asbestos abatement contractor prior to disturbance (i.e.: renovation or demolition). This material was found to contain 2% Chrysotile.



**Random pattern ceiling texture**

**Star pattern ceiling texture**

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**Popcorn Ceiling**

Representative samples were collected of the Popcorn ceiling material present in the buildings. Regulated amounts of Chrysotile asbestos was found in this material.

The popcorn ceiling material identified throughout is classified by the EPA as a friable asbestos containing material. This material must be removed by a licensed asbestos abatement contractor prior to disturbance (i.e.: renovation or demolition). This material was found to contain 2% Chrysotile.

**Drywall/Joint Compound**

The joint compound layer within the subject drywall wall and ceiling systems identified throughout all buildings is classified by the EPA as a friable asbestos containing material. This material must be removed by a licensed asbestos abatement contractor prior to disturbance (i.e.: renovation or demolition). This material was found to contain between 2%-5% Chrysotile.

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**Mirror Mastic**

Representative samples were collected of the Mirror Mastic present behind the mirrors in all buildings. Regulated amounts of Chrysotile asbestos was found in this material. This material is located throughout all 8 Buildings.

The mirror mastic is defined by the EPA as a non-friable material, and was observed to be in poor condition. This material must be removed by a licensed asbestos abatement contractor prior to conducting demolition activities.

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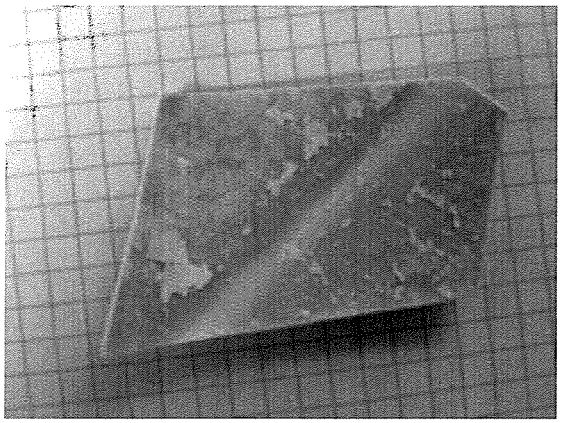
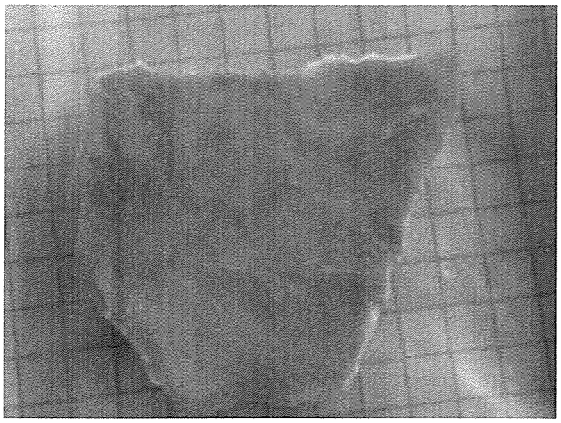
## *NON~ASBESTOS CONTAINING MATERIALS*

**Sheet Flooring**
Representative samples were collected of the several different sheet floorings identified at the time of the inspection. *Asbestos was not detected in any of the sheet flooring materials sampled.*



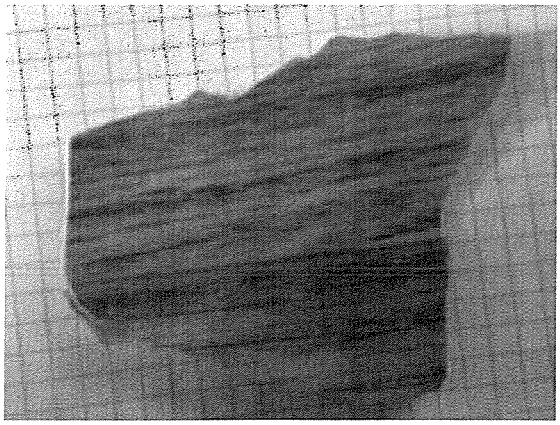
**Sheet Flooring**
***Description: Taupe w/ off-white lines***

No Asbestos Detected



**Sheet Flooring**
***Description: Solid Tan w/ marble textured pattern***

No Asbestos Detected



**Sheet Flooring**
***Description: Light brown wood grain pattern***

No Asbestos Detected

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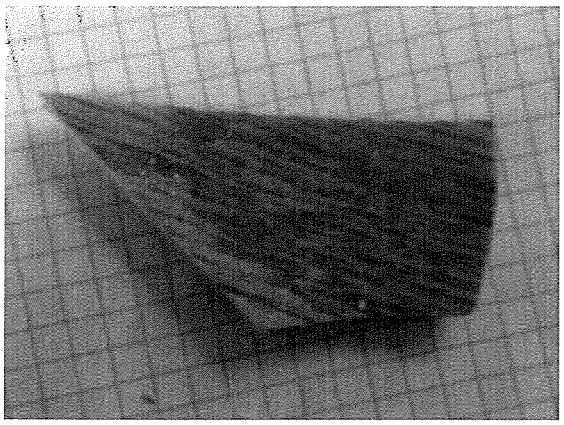
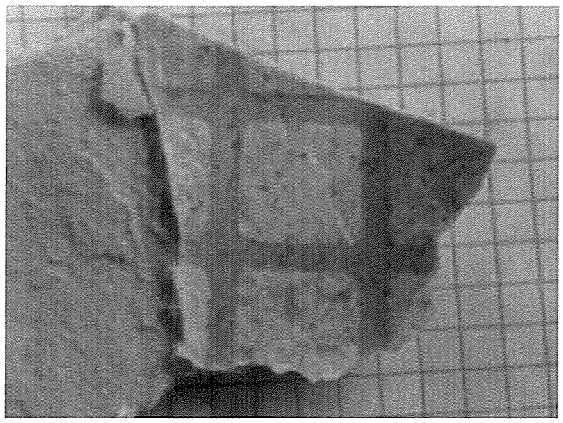


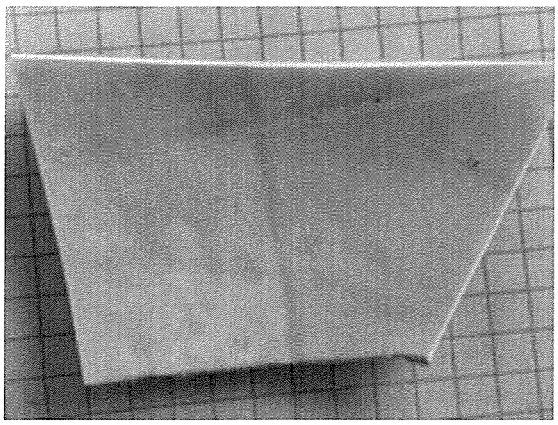
**Sheet Flooring**
***Description: Dark brown wood grain pattern***

No Asbestos Detected



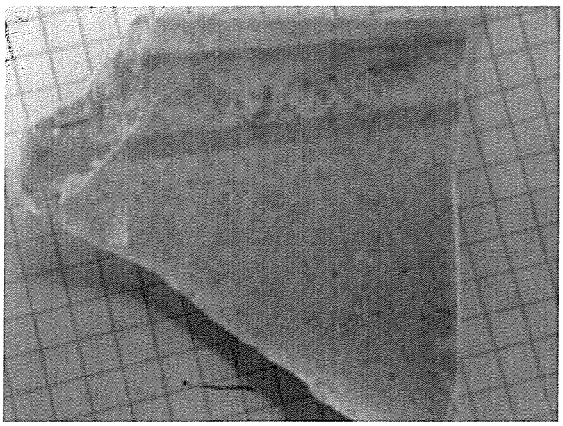
**Sheet Flooring**
***Description: tan color with small square pattern***

No Asbestos Detected



**Sheet Flooring**
***Description: Beige color with small lines***

No Asbestos Detected



**Sheet Flooring**
***Description: Tan color w/ dark, wide lines***

No Asbestos Detected

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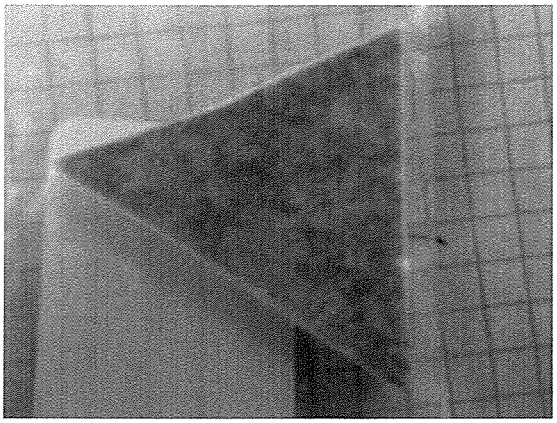
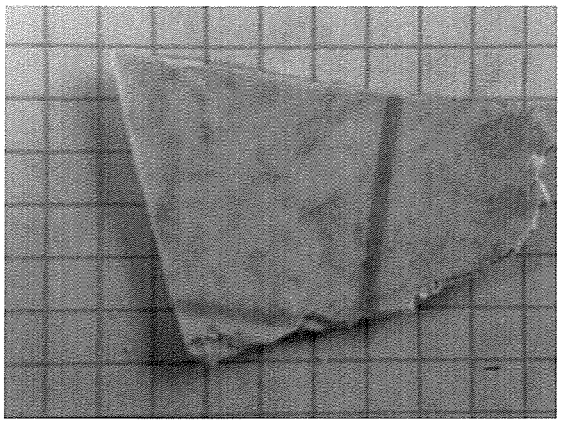


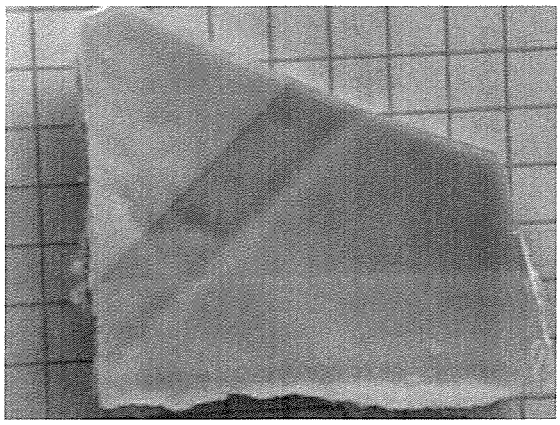
**Sheet Flooring**
***Description: Earth tone colors with dark flakes***

No Asbestos Detected



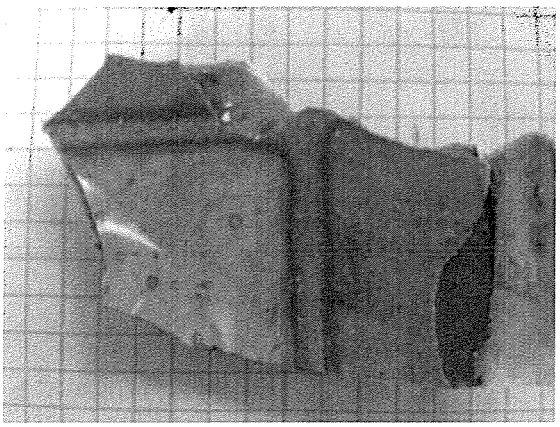
**Sheet Flooring**
***Description: Off white color with dark, thin lines***

No Asbestos Detected



**Sheet Flooring**
***Description: Tan and beige w/wide lines***

No Asbestos Detected



**Sheet Flooring**
***Description: Dark brown with dark lines and black backing***

No Asbestos Detected

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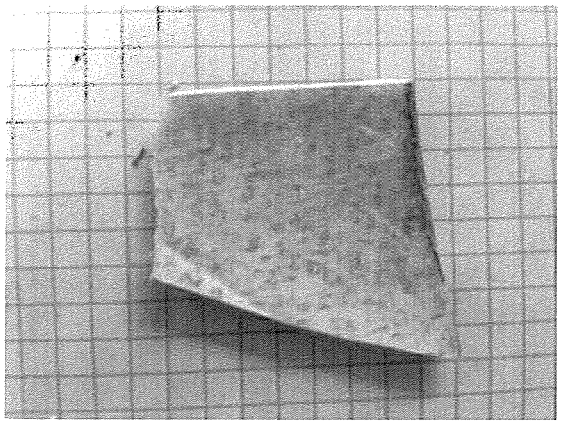
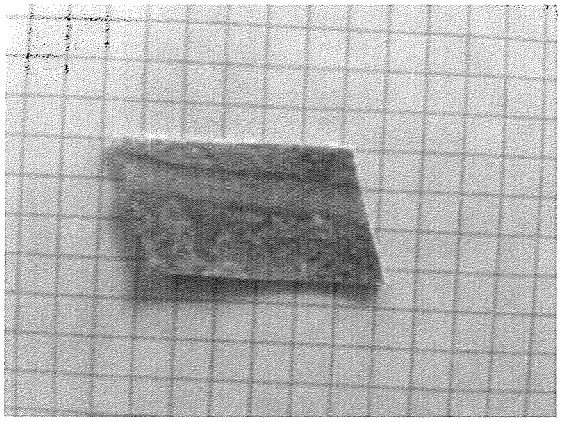


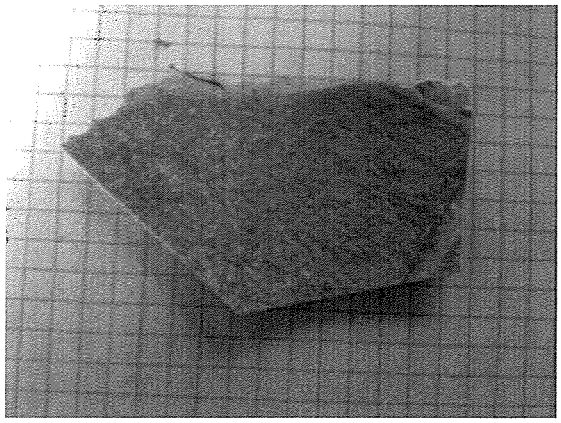
**Sheet Flooring**
***Description: Off white w/ blue dots***

No Asbestos Detected



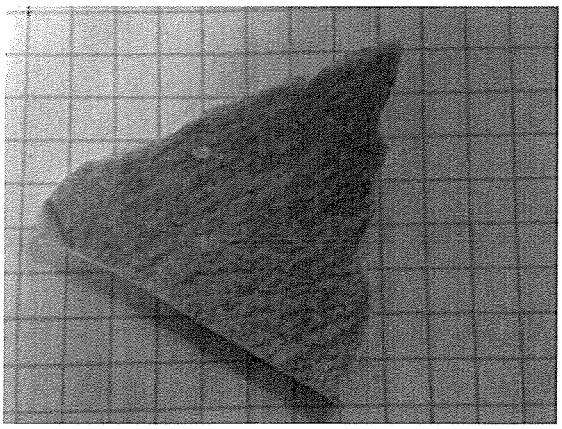
**Sheet Flooring**
***Description: Dark tan w/ light colored lines.***

No Asbestos Detected



**Sheet Flooring**
***Description: Gray w/ light colored lines.***

No Asbestos Detected



**Sheet Flooring**
***Description: Tan w/ grain lines.***

No Asbestos Detected

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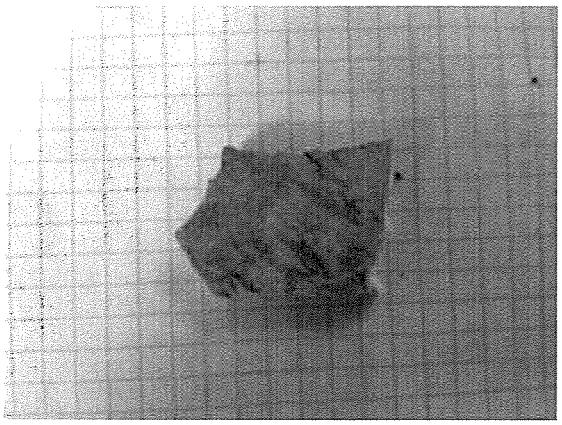
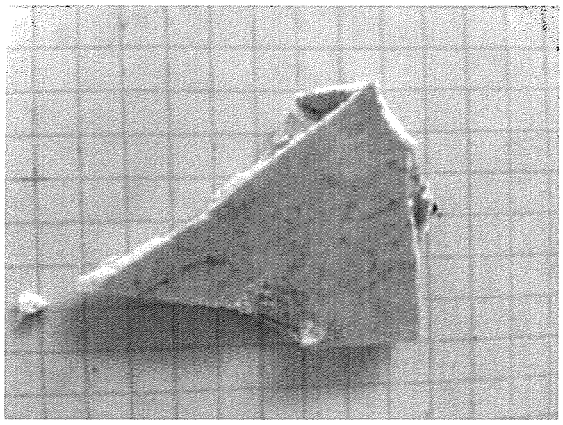
**Floor Tile**
Representative samples were collected of the several different floor tiles identified at the time of the inspection. *Asbestos was not detected in any of the floor tile materials sampled.*



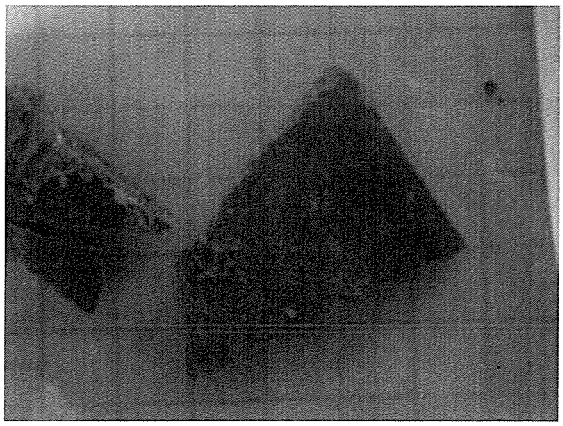
**Floor Tile**
***Description: Dark tan w/ brown grains.***

No Asbestos Detected



**Floor Tile**
***Description: Gray w/ small specs***

No Asbestos Detected



**Floor Tile**
***Description: Green tile***

No Asbestos Detected

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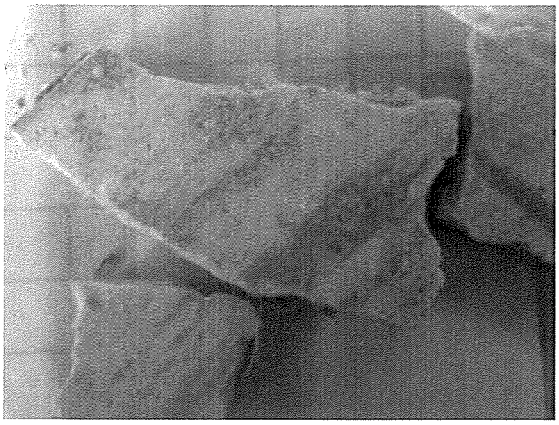
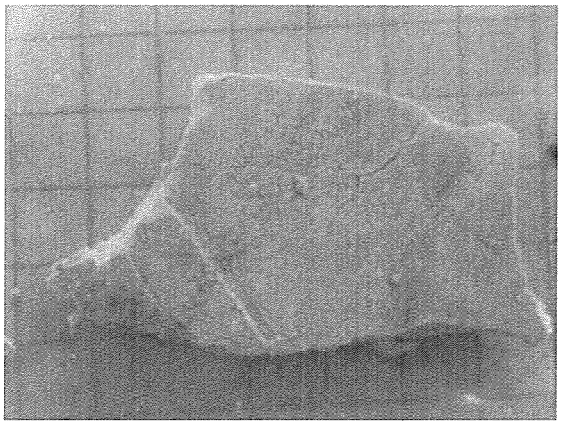


**Floor Tile**
***Description: Tan w/ brown streaks***

No Asbestos Detected

**Floor Tile**
***Description: Earth color w/ stone texture***

No Asbestos Detected



**Floor Tile**
***Description: Light gray w/ multi colored veins***

No Asbestos Detected

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# RECOMMENDATIONS AND CONCLUSIONS

## General

The Environmental Protection Agency (EPA), Occupational Safety and Health Administration (OSHA) and the State of Georgia have promulgated regulations dealing with asbestos. For commercial building owners, the EPA NESHAP regulations require removal of asbestos prior to conducting activities which might disturb the material. They also deal with notification, handling and disposal of asbestos.

EPA recommends that an Operations and Maintenance (O&M) Program be developed for any facilities with asbestos-containing materials, and this Program should address all ACM (known and/or presumed) present. The O&M Program establishes notification and training requirements along with special procedures for working around the asbestos. The O&M Program would remain in effect until all asbestos is removed.

The OSHA regulations deal with employee exposure to airborne asbestos fibers. The regulations restrict employee exposure, and require special monitoring, training and handling procedures when dealing with asbestos.

Category I and Category II non-friable materials, as defined by the EPA, may remain within a facility during demolition with no potential cessation of work provided they remain non-friable and the appropriate engineering controls (i.e.: wet methods) are utilized. However, there is no guarantee that these materials will remain non-friable. Additionally, OSHA has additional requirements that may supersede the EPA rules. In order to protect the worker, OSHA has established a permissible exposure level, which limit airborne fiber concentrations. OSHA requires objective evidence that the permissible exposure level will not be exceeded, as justification that personal air monitoring and engineering controls will not be required. OSHA has also established rules requiring the containerization and labeling of asbestos waste.

State regulations require that anyone involved in asbestos abatement, with the exception of roofing materials, be a licensed asbestos abatement contractor.

## Specific

NESI recommends that a third party environmental consulting firm oversee abatement activities and provide documentation of conformity with current federal, state and local regulations.

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## LIMITATIONS AND CONDITIONS

As a result of previous renovations, there may be hidden materials, such as floor tile, sheet vinyl flooring, etc. These materials may be found in various areas hidden under existing flooring materials. Any materials found during construction activities similar to the ACM identified in this survey report should be assumed to be ACM.

Because of the hidden nature of many building components (i.e. within mechanical chases), it may be impossible to determine if all of the suspect building materials have been located and subsequently tested. Destructive testing in some instances is not a viable option. We cannot, therefore, guarantee that all potential ACM has been located. For the same reasons, estimates of qualities and/or conditions are subject to readily apparent situations, and our findings reflect this situation. We do warrant, however, that the investigations and methodology reflect our best efforts based upon the prevailing standard of care in the environmental industry.

The information contained in this report was prepared based upon specific parameters and regulations in force at the time of this report. The information herein is only for the specific use of the client and NESI. NESI accepts no responsibility for the use, interpretation, or reliance by other parties on the information contained herein, unless written authorization has been obtained from NESI.

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# Asbestos Consulting & Training Systems

39317.6095CERT/BIR

900 N.W. 5TH Avenue, Fort Lauderdale, Florida 33311 (954) 524-7208

Processed By:

Seagull

To Authenticate Certificate:
www.seagulltraining.com
1-800-966-9933

***This is to Certify that***

## Douglas C. Campbell

X X X - X X - 2 5 1 2

273 Quail Run , Saute Nacochee,GA

***has successfully completed an English***

Asbestos Building Inspection Refresher

24-Aug-11 TO 24-Aug-11

Individual above has completed the requisite training for accreditation under TSCA Title II

Meets state requirements of 326 IAC (IDEM) and FL49-000101D20/CN-0006273.

NDAAC Provider #451 Trainer(s): Jim Stump

Training Address: 5891 New Peachtree RD Suite 122, Atlanta, GA, 30340

Successful course completion based on exam score on: 24-Aug-11

***This Certificate Expires:***

23-Aug-12 08/23/12

James F. Stump, Course Sponsor

Certificate Number..... 150391

Course Number GE1134

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# The Environmental Institute

## Scott Anglin

Social Security Number - XXX-XX-6008
NESI - 273 Quail Run - Sautee, Georgia 30571

*Has completed coursework and satisfactorily passed*

*an examination that meets all criteria required for*

*EPA/AHERA/ASHARA (TSCA Title II) Approved Accreditation*

## *Asbestos in Buildings: Inspection and Assessment*

October 15-17, 2012
Course Date

4462
Certificate Number

October 17, 2012
Examination Date

October 16, 2013
Expiration Date

David W. Hogue - Principal Instructor / Training Manager

Rachel G. McCain - Exam Administrator

(Approved by the ABIH Certification Maintenance Committee for 3 CM points - Approval #11-529)
(American Council for Accredited Certification - Re-certification Credit Registration #11021802)
(Florida Provider Registration Number FL49-0001342 - Course #FL49-0004700)
TEI - 1841 West Oak Parkway, Suite F - Marietta, Georgia 30062 - (770) 427-3600 - www.tei-atl.com

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Main Office:
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1305F03

# CHAIN OF CUSTODY BULK ASBESTOS ANALYSIS

Your Company Name: National Environmental Solutions, Inc.
Street: 273 Quail Run
City/State: Sautee-Ga 30571

Verbal Results to: Doug or Beverly Campbell
Telephone #: 678.524.0203
Mobil #: 404.493.5418

Bill to: Beverly B Campbell
National Environmental Solutions, Inc.
273 Quail Run
Sautee-Ga 30571

Fax Results to: Beverly B Campbell
Fax #: 706.892.1226
E-mail Results: nationalenvironmental@msn.com

Relinquished: [signature]
Date/Time: 5/17/13

Received: [signature] 5/17/13 9:10 am
Date/Time:

TURNAROUND TIME

○ 3 Hours ○ 6 Hours ○ 12 Hours ○ 1 Day ○ 2 Days ○ 5 Days ○ 6-10 Days

PLM Bulk
○ EPA 600/R-93/116
○ EPA Point Count
○ Other

Project Name/Number: DeloweApartments Laundry

Special Instructions:

Site address: 13-1803

| H.A. | Samples (A, B, C) | H.A. Description | Location | Quantity | Friable Y/N | Condition Gd., Fr., Pr. |
|---|---|---|---|---|---|---|
| WS | 01-54 | WALL SYSTEMS | Laundry | | | |
| ↓ | -55 | ↓ | ↓ | | | |
| FT | 01-18 | FLOOR TILE | ↓ | | | |
| ↓ | -19 | ↓ | ↓ | | | |
| | | | | | | |
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# ANALYTICAL ENVIRONMENTAL SERVICES, INC.

## Bulk Sample Summary Report

NVLAP

Lab Code 102082-0

23-May-13

| | | | |
|---|---|---|---|
| Client Name: | **National Environmental Solutions, Inc.** | AES Job Number: | **1305F03** |
| Project Name: | **Delowe Apartments Laundry** | Project Number: | **Delowe Apartments La** |

| Client ID | AES ID | Location | Asbestos Mineral Percentage | | | | | | Comments |
|---|---|---|---|---|---|---|---|---|---|
| | | | CH | AM | CR | AN | TR | AC | |
| WS-01-54 Layer: 1 | 1305F03-001A | Laundry / Wall Systems | ND | ND | ND | ND | ND | ND | Paint included as binder |
| WS-01-54 Layer: 2 | 1305F03-001A | Laundry / Wall Systems | ND | ND | ND | ND | ND | ND | |
| WS-01-54 Layer: 3 | 1305F03-001A | Laundry / Wall Systems | ND | ND | ND | ND | ND | ND | |
| WS-01-55 Layer: 1 | 1305F03-002A | Laundry / Wall Systems | ND | ND | ND | ND | ND | ND | Paint included as binder |
| WS-01-55 Layer: 2 | 1305F03-002A | Laundry / Wall Systems | ND | ND | ND | ND | ND | ND | |
| WS-01-55 Layer: 3 | 1305F03-002A | Laundry / Wall Systems | ND | ND | ND | ND | ND | ND | |

Note: CH=chrysotile, AM=amosite, CR=crocidolite, AC=actinolite, TR=tremolite, AN=anthophylite

For comments on the samples, see the individual analysis sheets.

ND = None Detected

AES,Inc. is accredited by NIST's National Voluntary Laboratory Accreditation Program (NVLAP) for Polarized Light Microscopy (PLM) analysis, Lab Code 102082-0. All analyses performed in accordance with EPA "Interim Method for the Determination of Asbestos in Bulk Insulation Samples" (EPA 600/M4-82-020), 1982 as found in 40 CFR, Part 763, Appendix E to Subpart E and "Method for the Determination of Asbestos in Bulk Building Materials" (EPA/600/R-93/116), 1993.

These test results apply only to those samples actually tested, as submitted by the client. All percentages are reported by visually estimated volume.

PLM is not consistently reliable in detecting small concentrations of asbestos in floor tiles and similar nonfriable materials, quantitative TEM is currently the only method that can be used to determine conclusive asbestos content.

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**Microanalyst:** Vira Ruiz

**QC Analyst:** Yelena Khanina

# ANALYTICAL ENVIRONMENTAL SERVICES, INC.

## Bulk Sample Summary Report

NVLAP

Lab Code 102082-0

23-May-13

| | | | |
|---|---|---|---|
| Client Name: | **National Environmental Solutions, Inc.** | AES Job Number: | **1305F03** |
| Project Name: | **Delowe Apartments Laundry** | Project Number: | **Delowe Apartments La** |

| Client ID | AES ID | Location | Asbestos Mineral Percentage | | | | | | Comments |
|---|---|---|---|---|---|---|---|---|---|
| | | | CH | AM | CR | AN | TR | AC | |
| FT-01-18<br>Layer: 1 | 1305F03-003A | Laundry / Floor Tile | ND | ND | ND | ND | ND | ND | Floor Tile |
| FT-01-18<br>Layer: 2 | 1305F03-003A | Laundry / Floor Tile | ND | ND | ND | ND | ND | ND | Glue |
| FT-01-19<br>Layer: 1 | 1305F03-004A | Laundry / Floor Tile | ND | ND | ND | ND | ND | ND | Floor Tile |
| FT-01-19<br>Layer: 2 | 1305F03-004A | Laundry / Floor Tile | ND | ND | ND | ND | ND | ND | Glue |

Note: CH=chrysotile, AM=amosite, CR=crocidolite, AC=actinolite, TR=tremolite, AN=anthophylite

For comments on the samples, see the individual analysis sheets.

ND = None Detected

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**Microanalyst:** Vira Ruiz

**QC Analyst:** Yelena Khanina

1 of 5

1305F04

# CHAIN OF CUSTODY BULK ASBESTOS ANALYSIS

| | | | |
|---|---|---|---|
| Your Company Name: | National Environmental Solutions, Inc. | Bill to: | Beverly B Campbell<br>National Environmental Solutions, Inc. |
| Street: | 273 Quail Run | | 273 Quail Run |
| City/State: | Sautee-Ga 30571 | | Sautee-Ga 30571 |
| Verbal Results to: | Doug or Beverly Campbell | Fax Results to: | Beverly B Campbell |
| Telephone #: | 678.524.0203 | Fax #: | 706.692.1226 |
| Mobil #: | 404.493.5416 | E-mail Results: | nationalenvironmental@msn.com |

Relinquished: Date/Time 5-17-13

Received: Heritage P Date/Time 5/17/13 9:10a

TURNAROUND TIME

○ 3 Hours ○ 6 Hours ○ 12 Hours ○ 1 Day ○ 2 Days ○ 5 Days ○ 6-10 Days

PLM Bulk
- ○ EPA 600/R-93/116
- ○ EPA Point Count
- ○ Other

Project Name/Number: DeloweApartments 2347

Special Instructions:

Site address: 13-1803

| H.A. | Samples (A, B, C) | H.A. Description | Location | Quantity | Friable Y/N | Condition Gd., Fr., Pr. |
|---|---|---|---|---|---|---|
| WS | 01-32 | WALL Systems | 2347 office | | | |
| | -33 | | #9 | | | |
| | -34 | | #11 | | | |
| | -35 | | #12 | | | |
| | -36 | | #10 | | | |
| | -37 | | #6 | | | |
| | -38 | | #5 | | | |
| | -39 | | #7 | | | |
| | -40 | | #8 | | | |
| | -41 | | #2 | | | |

2 of 5

1305F04

## CHAIN OF CUSTODY BULK ASBESTOS ANALYSIS

Your Company Name: National Environmental Solutions, Inc.
Street: 273 Quail Run
City/State: Sautee-Ga 30571

Verbal Results to: Doug or Beverly Campbell
Telephone #: 678.524.0203
Mobil #: 404.493.5418

Bill to: Beverly B Campbell
National Environmental Solutions, Inc.
273 Quail Run
Sautee-Ga 30571

Fax Results to: Beverly B Campbell
Fax #: 708.892.1226
E-mail Results: nationalenvironmental@msn.com

Relinquished: [signature]
Date/Time: 5-17-13

Received: [signature]
Date/Time: 5/17/13 9:10 am client

TURNAROUND TIME

○ 3 Hours ○ 6 Hours ○ 12 Hours ○ 1 Day ○ 2 Days ○ 5 Days ○ 6-10 Days

PLM Bulk
○ EPA 600/R-93/116
○ EPA Point Count
○ Other

Project Name/Number: DeloweApartments 2347

Special Instructions:

Site address: 13-1803

| H.A. | Samples (A, B, C) | H.A. Description | Location | Quantity | Friable Y/N | Condition Gd., Fr., Pr. |
|---|---|---|---|---|---|---|
| WS | 01-42 | WALL SYSTEMS | 2347 #4 | | | |
| ↓ | -43 | ↓ | ↓ #1 | | | |
| ↓ | -44 | ↓ | ↓ #3 | | | |
| CT | 01-16 | CEILING TEXTURE | ↓ #10 | | | |
| ↓ | -17 | ↓ | ↓ #6 | | | |
| ↓ | -18 | ↓ | ↓ #5 | | | |
| ↓ | -19 | ↓ | ↓ #2 | | | |
| PC | 01-02 | Popcorn Ceiling | ↓ #2 | | | |
| PL | 01-01 | PLASTER | ↓ office WALLS | | | |
| ↓ | -02 | ↓ | ↓ ↓ | | | |

3 of 5 1305F04

# CHAIN OF CUSTODY BULK ASBESTOS ANALYSIS

| | | | |
|---|---|---|---|
| Your Company Name: | National Environmental Solutions, Inc. | Bill to: Beverly B Campbell | |
| Street: | 273 Quail Run | National Environmental Solutions, Inc. | |
| City/State: | Sautee-Ga 30571 | 273 Quail Run | |
| | | Sautee-Ga 30571 | |
| Verbal Results to: | Doug or Beverly Campbell | Fax Results to: Beverly B Campbell | |
| Telephone #: | 678.524.0203 | Fax #: 706.892.1226 | |
| Mobil #: | 404.493.5418 | E-mail Results: nationalenvironmental@msn.com | |

Relinquished: Date/Time 5-17-13

Received: Date/Time 5/17/13 9:10 am

TURNAROUND TIME

○ 3 Hours ○ 6 Hours ○ 12 Hours ○ 1 Day ○ 2 Days ○ 5 Days ○ 6-10 Days

PLM Bulk
- ○ EPA 600/R-93/116
- ○ EPA Point Count
- ○ Other

Project Name/Number: DeloweApartments 2347

Special Instructions:

Site address: 13-1803

| H.A. | Samples (A, B, C) | H.A. Description | Location | Quantity | Friable Y/N | Condition Gd., Fr., Pr. |
|---|---|---|---|---|---|---|
| FT | 01-13 | Floor tile | 2347 #9 | | | |
| ↓ | -14 | ↓ | #7 | | | |
| ↓ | -15 | ↓ | #8 | | | |
| SF | 01-057 | Sheet Flooring | #9 | | | |
| ↓ | -58 | ↓ | #6 | | | |
| ↓ | -59 | ↓ | #6 | | | |
| ↓ | -60 | ↓ | #6 | | | |
| ↓ | -61 | ↓ | #8 | | | |
| ↓ | -62 | ↓ | #8 | | | |
| ↓ | -63 | ↓ | #8 | | | |

4 of 5 1305F04

# CHAIN OF CUSTODY BULK ASBESTOS ANALYSIS

Your Company Name: National Environmental Solutions, Inc.
Street: 273 Quail Run
City/State: Sautee-Ga 30571

Verbal Results to: Doug or Beverly Campbell
Telephone #: 678.524.0203
Mobil #: 404.493.5418

Bill to: Beverly B Campbell
National Environmental Solutions, Inc.
273 Quail Run
Sautee-Ga 30571

Fax Results to: Beverly B Campbell
Fax #: 706.892.1226
E-mail Results: nationalenvironmental@msn.com

Relinquished: [signature]
Date/Time 5.17.13

Received: Latoya P
Date/Time 5/17/13 9:10 a
clear

TURNAROUND TIME

○ 3 Hours ○ 6 Hours ○ 12 Hours ○ 1 Day ○ 2 Days ○ 5 Days ○ 8-10 Days

PLM Bulk
○ EPA 600/R-93/116
○ EPA Point Count
○ Other

Project Name/Number: DeloweApartments 2347

Special Instructions:

Site address: 13-1803

| H.A. | Samples (A, B, C) | H.A. Description | Location | Quantity | Friable Y/N | Condition Gd., Fr., Pr. |
|---|---|---|---|---|---|---|
| SF | 01-64 | Sheet Flooring | 2347 #1 | | | |
| ↓ | -65 | ↓ | ↓ | | | |
| ↓ | -66 | ↓ | ↓ | | | |
| LC | 01-05 | Lightweight Concrete | #12 | | | |
| ↓ | -06 | ↓ | #11 | | | |
| WC | 01-08 | Window Caulk | windows | | | |
| ↓ | -09 | ↓ | ↓ | | | |
| RS | 01-17 | Roof Shingles | Roof | | | |
| ↓ | -18 | ↓ | ↓ | | | |
| ↓ | -19 | ↓ | ↓ | | | |

1305F04

## CHAIN OF CUSTODY BULK ASBESTOS ANALYSIS

| | | | |
|---|---|---|---|
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Relinquished : Date/Time 5-17-13

Received: (courier) Date/Time 5/17/13 9:10a

TURNAROUND TIME

○ 3 Hours ○ 6 Hours ○ 12 Hours ○ 1 Day ○ 2 Days ○ 5 Days ○ 6-10 Days

PLM Bulk
- ○ EPA 600/R-93/116
- ○ EPA Point Count
- ○ Other

Project Name/Number: DeloweApartments 2347

Special Instructions:

Site address: 13-1803

| H.A. | Samples (A, B, C) | H.A. Description | Location | Quantity | Friable Y/N | Condition Gd., Fr., Pr. |
|---|---|---|---|---|---|---|
| RS | 01-20 | Roof Shingles | 2347 Roof | | | |
| Rf | 01-15 | Roof Felt | | | | |
| ↓ | -16 | ↓ | ↓ | | | |
| ↓ | -17 | | | | | |
| ↓ | -18 | | | | | |
| BM | 01-03 | Brick Mortar | Exterior | | | |
| ↓ | -04 | | ↓ | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |

## Analytical Environmental Services, Inc

**Date:** 23-May-13

**Client:** National Environmental Solutions, Inc.
**Project:** Delowe Apartments 2347
**Lab ID:** 1305F04

## Case Narrative

Sample SF-01-58 had two types of flooring. The client will be charged for 1 extra sample.

# ANALYTICAL ENVIRONMENTAL SERVICES, INC.

## Bulk Sample Summary Report

NVLAP®

Lab Code 102082-0

23-May-13

| | | | |
|---|---|---|---|
| Client Name: | **National Environmental Solutions, Inc.** | AES Job Number: | **1305F04** |
| Project Name: | **Delowe Apartments 2347** | Project Number: | **Delowe Apartments 23** |

| Client ID | AES ID | Location | Asbestos Mineral Percentage | | | | | | Comments |
|---|---|---|---|---|---|---|---|---|---|
| | | | CH | AM | CR | AN | TR | AC | |
| WS-01-32<br>Layer: 1 | 1305F04-001A | Wall Systems / 2347 Office | 2 | ND | ND | ND | ND | ND | Paint included as binder |
| WS-01-32<br>Layer: 2 | 1305F04-001A | Wall Systems / 2347 Office | ND | ND | ND | ND | ND | ND | |
| WS-01-32<br>Layer: 3 | 1305F04-001A | Wall Systems / 2347 Office | ND | ND | ND | ND | ND | ND | |
| WS-01-33<br>Layer: 1 | 1305F04-002A | Wall Systems / 2347 # 9 | ND | ND | ND | ND | ND | ND | Paint included as binder |
| WS-01-33<br>Layer: 2 | 1305F04-002A | Wall Systems / 2347 # 9 | 2 | ND | ND | ND | ND | ND | Paint included as binder |
| WS-01-33<br>Layer: 3 | 1305F04-002A | Wall Systems / 2347 # 9 | ND | ND | ND | ND | ND | ND | |

Note: CH=chrysotile, AM=amosite, CR=crocidolite, AC=actinolite, TR=tremolite, AN=anthophylite

For comments on the samples, see the individual analysis sheets.

ND = None Detected

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These test results apply only to those samples actually tested, as submitted by the client. All percentages are reported by visually estimated volume. PLM is not consistently reliable in detecting small concentrations of asbestos in floor tiles and similar nonfriable materials, quantitative TEM is currently the only method that can be used to determine conclusive asbestos content.

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**Microanalyst:** Svetlana Arkhipov

**QC Analyst:** Yelena Khanina

# ANALYTICAL ENVIRONMENTAL SERVICES, INC.

## Bulk Sample Summary Report

NVLAP Lab Code 102082-0

23-May-13

| | | | |
|---|---|---|---|
| Client Name: | **National Environmental Solutions, Inc.** | AES Job Number: | **1305F04** |
| Project Name: | **Delowe Apartments 2347** | Project Number: | **Delowe Apartments 23** |

| Client ID | AES ID | Location | Asbestos Mineral Percentage | | | | | | Comments |
|---|---|---|---|---|---|---|---|---|---|
| | | | CH | AM | CR | AN | TR | AC | |
| WS-01-33<br>Layer: 4 | 1305F04-002A | Wall Systems / 2347 # 9 | ND | ND | ND | ND | ND | ND | |
| WS-01-34<br>Layer: 1 | 1305F04-003A | Wall Systems / 2347 # 11 | 2 | ND | ND | ND | ND | ND | Paint included as binder |
| WS-01-34<br>Layer: 2 | 1305F04-003A | Wall Systems / 2347 # 11 | ND | ND | ND | ND | ND | ND | |
| WS-01-34<br>Layer: 3 | 1305F04-003A | Wall Systems / 2347 # 11 | ND | ND | ND | ND | ND | ND | |
| WS-01-35<br>Layer: 1 | 1305F04-004A | Wall Systems / 2347 # 12 | ND | ND | ND | ND | ND | ND | |
| WS-01-35<br>Layer: 2 | 1305F04-004A | Wall Systems / 2347 # 12 | ND | ND | ND | ND | ND | ND | |

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For comments on the samples, see the individual analysis sheets.

ND = None Detected

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**Microanalyst:** Svetlana Arkhipov

**QC Analyst:** Yelena Khanina

# ANALYTICAL ENVIRONMENTAL SERVICES, INC.

## Bulk Sample Summary Report

NVLAP Lab Code 102082-0

23-May-13

| | | | |
|---|---|---|---|
| Client Name: | **National Environmental Solutions, Inc.** | AES Job Number: | **1305F04** |
| Project Name: | **Delowe Apartments 2347** | Project Number: | **Delowe Apartments 23** |

| Client ID | AES ID | Location | Asbestos Mineral Percentage | | | | | | Comments |
|---|---|---|---|---|---|---|---|---|---|
| | | | CH | AM | CR | AN | TR | AC | |
| WS-01-35 Layer: 3 | 1305F04-004A | Wall Systems / 2347 # 12 | ND | ND | ND | ND | ND | ND | |
| WS-01-36 Layer: 1 | 1305F04-005A | Wall Systems / 2347 # 10 | ND | ND | ND | ND | ND | ND | |
| WS-01-36 Layer: 2 | 1305F04-005A | Wall Systems / 2347 # 10 | ND | ND | ND | ND | ND | ND | |
| WS-01-36 Layer: 3 | 1305F04-005A | Wall Systems / 2347 # 10 | ND | ND | ND | ND | ND | ND | |
| WS-01-37 Layer: 1 | 1305F04-006A | Wall Systems / 2347 # 6 | ND | ND | ND | ND | ND | ND | Paint included as binder |
| WS-01-37 Layer: 2 | 1305F04-006A | Wall Systems / 2347 # 6 | ND | ND | ND | ND | ND | ND | |

Note: CH=chrysotile, AM=amosite, CR=crocidolite, AC=actinolite, TR=tremolite, AN=anthophylite

For comments on the samples, see the individual analysis sheets.

ND = None Detected

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**Microanalyst:** Svetlana Arkhipov

**QC Analyst:** Yelena Khanina

# ANALYTICAL ENVIRONMENTAL SERVICES, INC.

## Bulk Sample Summary Report

NVLAP

Lab Code 102082-0

23-May-13

| | | | |
|---|---|---|---|
| Client Name: | **National Environmental Solutions, Inc.** | AES Job Number: | **1305F04** |
| Project Name: | **Delowe Apartments 2347** | Project Number: | **Delowe Apartments 23** |

| Client ID | AES ID | Location | Asbestos Mineral Percentage | | | | | | Comments |
|---|---|---|---|---|---|---|---|---|---|
| | | | CH | AM | CR | AN | TR | AC | |
| WS-01-37<br>Layer: 3 | 1305F04-006A | Wall Systems / 2347 # 6 | ND | ND | ND | ND | ND | ND | |
| WS-01-38<br>Layer: 1 | 1305F04-007A | Wall Systems / 2347 # 5 | ND | ND | ND | ND | ND | ND | |
| WS-01-38<br>Layer: 2 | 1305F04-007A | Wall Systems / 2347 # 5 | ND | ND | ND | ND | ND | ND | |
| WS-01-38<br>Layer: 3 | 1305F04-007A | Wall Systems / 2347 # 5 | ND | ND | ND | ND | ND | ND | |
| WS-01-39<br>Layer: 1 | 1305F04-008A | Wall Systems / 2347 # 7 | ND | ND | ND | ND | ND | ND | |
| WS-01-39<br>Layer: 2 | 1305F04-008A | Wall Systems / 2347 # 7 | ND | ND | ND | ND | ND | ND | |

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ND = None Detected

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**Microanalyst:** Svetlana Arkhipov

**QC Analyst:** Yelena Khanina

# ANALYTICAL ENVIRONMENTAL SERVICES, INC.

## Bulk Sample Summary Report

NVLAP Lab Code 102082-0

23-May-13

| | | | |
|---|---|---|---|
| Client Name: | **National Environmental Solutions, Inc.** | AES Job Number: | **1305F04** |
| Project Name: | **Delowe Apartments 2347** | Project Number: | **Delowe Apartments 23** |

| Client ID | AES ID | Location | Asbestos Mineral Percentage | | | | | | Comments |
|---|---|---|---|---|---|---|---|---|---|
| | | | CH | AM | CR | AN | TR | AC | |
| WS-01-39<br>Layer: 3 | 1305F04-008A | Wall Systems / 2347 # 7 | ND | ND | ND | ND | ND | ND | |
| WS-01-40<br>Layer: 1 | 1305F04-009A | Wall Systems / 2347 # 8 | ND | ND | ND | ND | ND | ND | |
| WS-01-40<br>Layer: 2 | 1305F04-009A | Wall Systems / 2347 # 8 | ND | ND | ND | ND | ND | ND | |
| WS-01-40<br>Layer: 3 | 1305F04-009A | Wall Systems / 2347 # 8 | ND | ND | ND | ND | ND | ND | |
| WS-01-41<br>Layer: 1 | 1305F04-010A | Wall Systems / 2347 # 2 | ND | ND | ND | ND | ND | ND | Paint included as binder |
| WS-01-41<br>Layer: 2 | 1305F04-010A | Wall Systems / 2347 # 2 | ND | ND | ND | ND | ND | ND | |

Note: CH=chrysotile, AM=amosite, CR=crocidolite, AC=actinolite, TR=tremolite, AN=anthophylite

For comments on the samples, see the individual analysis sheets.

ND = None Detected

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**Microanalyst:** Svetlana Arkhipov

**QC Analyst:** Yelena Khanina

# ANALYTICAL ENVIRONMENTAL SERVICES, INC.

## Bulk Sample Summary Report

NVLAP Lab Code 102082-0

23-May-13

| | | | |
|---|---|---|---|
| Client Name: | **National Environmental Solutions, Inc.** | AES Job Number: | **1305F04** |
| Project Name: | **Delowe Apartments 2347** | Project Number: | **Delowe Apartments 23** |

| Client ID | AES ID | Location | Asbestos Mineral Percentage | | | | | | Comments |
|---|---|---|---|---|---|---|---|---|---|
| | | | CH | AM | CR | AN | TR | AC | |
| WS-01-41 Layer: 3 | 1305F04-010A | Wall Systems / 2347 # 2 | ND | ND | ND | ND | ND | ND | |
| WS-01-42 Layer: 1 | 1305F04-011A | Wall Systems / 2347 # 4 | 2 | ND | ND | ND | ND | ND | Paint included as binder |
| WS-01-42 Layer: 2 | 1305F04-011A | Wall Systems / 2347 # 4 | ND | ND | ND | ND | ND | ND | |
| WS-01-42 Layer: 3 | 1305F04-011A | Wall Systems / 2347 # 4 | ND | ND | ND | ND | ND | ND | |
| WS-01-43 Layer: 1 | 1305F04-012A | Wall Systems / 2347 # 1 | ND | ND | ND | ND | ND | ND | |
| WS-01-43 Layer: 2 | 1305F04-012A | Wall Systems / 2347 # 1 | ND | ND | ND | ND | ND | ND | |

Note: CH=chrysotile, AM=amosite, CR=crocidolite, AC=actinolite, TR=tremolite, AN=anthophylite

For comments on the samples, see the individual analysis sheets.

ND = None Detected

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These test results apply only to those samples actually tested, as submitted by the client. All percentages are reported by visually estimated volume.

PLM is not consistently reliable in detecting small concentrations of asbestos in floor tiles and similar nonfriable materials, quantitative TEM is currently the only method that can be used to determine conclusive asbestos content.

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NVLAP Lab Code 102082-0

23-May-13

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| Client ID | AES ID | Location | Asbestos Mineral Percentage | | | | | | Comments |
|---|---|---|---|---|---|---|---|---|---|
| | | | CH | AM | CR | AN | TR | AC | |
| WS-01-43<br>Layer: 3 | 1305F04-012A | Wall Systems / 2347 # 1 | ND | ND | ND | ND | ND | ND | |
| WS-01-44<br>Layer: 1 | 1305F04-013A | Wall Systems / 2347 # 3 | 2 | ND | ND | ND | ND | ND | Paint included as binder |
| WS-01-44<br>Layer: 2 | 1305F04-013A | Wall Systems / 2347 # 3 | ND | ND | ND | ND | ND | ND | |
| WS-01-44<br>Layer: 3 | 1305F04-013A | Wall Systems / 2347 # 3 | ND | ND | ND | ND | ND | ND | |
| CT-01-16<br>Layer: 1 | 1305F04-014A | Ceiling Texture / 2347 # 10 | ND | ND | ND | ND | ND | ND | Paint included as binder |
| CT-01-16<br>Layer: 2 | 1305F04-014A | Ceiling Texture / 2347 # 10 | ND | ND | ND | ND | ND | ND | |

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ND = None Detected

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NVLAP Lab Code 102082-0

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| Client ID | AES ID | Location | Asbestos Mineral Percentage | | | | | | Comments |
|---|---|---|---|---|---|---|---|---|---|
| | | | CH | AM | CR | AN | TR | AC | |
| CT-01-16 Layer: 3 | 1305F04-014A | Ceiling Texture / 2347 # 10 | ND | ND | ND | ND | ND | ND | |
| CT-01-17 Layer: 1 | 1305F04-015A | Ceiling Texture / 2347 # 6 | ND | ND | ND | ND | ND | ND | Paint included as binder |
| CT-01-17 Layer: 2 | 1305F04-015A | Ceiling Texture / 2347 # 6 | ND | ND | ND | ND | ND | ND | |
| CT-01-17 Layer: 3 | 1305F04-015A | Ceiling Texture / 2347 # 6 | ND | ND | ND | ND | ND | ND | |
| CT-01-18 Layer: 1 | 1305F04-016A | Ceiling Texture / 2347 # 5 | ND | ND | ND | ND | ND | ND | Paint included as binder |
| CT-01-18 Layer: 2 | 1305F04-016A | Ceiling Texture / 2347 # 5 | 2 | ND | ND | ND | ND | ND | Paint included as binder |

Note: CH=chrysotile, AM=amosite, CR=crocidolite, AC=actinolite, TR=tremolite, AN=anthophylite

For comments on the samples, see the individual analysis sheets.

ND = None Detected

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## Bulk Sample Summary Report

NVLAP Lab Code 102082-0

23-May-13

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|---|---|---|---|
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| Project Name: | **Delowe Apartments 2347** | Project Number: | **Delowe Apartments 23** |

| Client ID | AES ID | Location | Asbestos Mineral Percentage | | | | | | Comments |
|---|---|---|---|---|---|---|---|---|---|
| | | | CH | AM | CR | AN | TR | AC | |
| CT-01-18 Layer: 3 | 1305F04-016A | Ceiling Texture / 2347 # 5 | ND | ND | ND | ND | ND | ND | |
| CT-01-18 Layer: 4 | 1305F04-016A | Ceiling Texture / 2347 # 5 | ND | ND | ND | ND | ND | ND | |
| CT-01-19 Layer: 1 | 1305F04-017A | Ceiling Texture / 2347 # 2 | ND | ND | ND | ND | ND | ND | Paint included as binder |
| PC-01-02 Layer: 1 | 1305F04-018A | Popcorn Ceiling / 2347 # 2 | ND | ND | ND | ND | ND | ND | Paint included as binder |
| PC-01-02 Layer: 2 | 1305F04-018A | Popcorn Ceiling / 2347 # 2 | ND | ND | ND | ND | ND | ND | |
| PC-01-02 Layer: 3 | 1305F04-018A | Popcorn Ceiling / 2347 # 2 | ND | ND | ND | ND | ND | ND | |

Note: CH=chrysotile, AM=amosite, CR=crocidolite, AC=actinolite, TR=tremolite, AN=anthophylite

For comments on the samples, see the individual analysis sheets.

ND = None Detected

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## Bulk Sample Summary Report

NVLAP Lab Code 102082-0

23-May-13

| | | | |
|---|---|---|---|
| Client Name: | **National Environmental Solutions, Inc.** | AES Job Number: | **1305F04** |
| Project Name: | **Delowe Apartments 2347** | Project Number: | **Delowe Apartments 23** |

| Client ID | AES ID | Location | Asbestos Mineral Percentage | | | | | | Comments |
|---|---|---|---|---|---|---|---|---|---|
| | | | CH | AM | CR | AN | TR | AC | |
| PL-01-01 Layer: 1 | 1305F04-019A | Plaster / 2347 Office Walls | ND | ND | ND | ND | ND | ND | Paint included as binder |
| PL-01-01 Layer: 2 | 1305F04-019A | Plaster / 2347 Office Walls | ND | ND | ND | ND | ND | ND | |
| PL-01-02 Layer: 1 | 1305F04-020A | Plaster / 2347 Office Walls | ND | ND | ND | ND | ND | ND | Paint included as binder |
| PL-01-02 Layer: 2 | 1305F04-020A | Plaster / 2347 Office Walls | ND | ND | ND | ND | ND | ND | |
| FT-01-13 Layer: 1 | 1305F04-021A | Floor Tile / 2347 # 9 | ND | ND | ND | ND | ND | ND | Floor Tile with glue |
| FT-01-14 Layer: 1 | 1305F04-022A | Floor Tile / 2347 # 7 | ND | ND | ND | ND | ND | ND | Floor Tile with glue |

Note: CH=chrysotile, AM=amosite, CR=crocidolite, AC=actinolite, TR=tremolite, AN=anthophylite

For comments on the samples, see the individual analysis sheets.

ND = None Detected

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## Bulk Sample Summary Report

NVLAP Lab Code 102082-0

23-May-13

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|---|---|---|---|
| Client Name: | **National Environmental Solutions, Inc.** | AES Job Number: | **1305F04** |
| Project Name: | **Delowe Apartments 2347** | Project Number: | **Delowe Apartments 23** |

| Client ID | AES ID | Location | Asbestos Mineral Percentage | | | | | | Comments |
|---|---|---|---|---|---|---|---|---|---|
| | | | CH | AM | CR | AN | TR | AC | |
| FT-01-14<br>Layer: 2 | 1305F04-022A | Floor Tile / 2347 # 7 | ND | ND | ND | ND | ND | ND | Leveling Compound |
| FT-01-15<br>Layer: 1 | 1305F04-023A | Floor Tile / 2347 # 8 | ND | ND | ND | ND | ND | ND | Floor Tile with glue |
| FT-01-15<br>Layer: 2 | 1305F04-023A | Floor Tile / 2347 # 8 | ND | ND | ND | ND | ND | ND | Leveling Compound |
| SF-01-57<br>Layer: 1 | 1305F04-024A | Sheet Flooring / 2347 # 9 | ND | ND | ND | ND | ND | ND | Vinyl |
| SF-01-57<br>Layer: 2 | 1305F04-024A | Sheet Flooring / 2347 # 9 | ND | ND | ND | ND | ND | ND | Backing |
| SF-01-58<br>Layer: 1 | 1305F04-025A | Sheet Flooring / 2347 # 6 | ND | ND | ND | ND | ND | ND | Brown Vinyl |

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Lab Code 102082-0

23-May-13

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| Client Name: | **National Environmental Solutions, Inc.** | AES Job Number: | **1305F04** |
| Project Name: | **Delowe Apartments 2347** | Project Number: | **Delowe Apartments 23** |

| Client ID | AES ID | Location | Asbestos Mineral Percentage | | | | | | Comments |
|---|---|---|---|---|---|---|---|---|---|
| | | | CH | AM | CR | AN | TR | AC | |
| SF-01-58 Layer: 2 | 1305F04-025A | Sheet Flooring / 2347 # 6 | ND | ND | ND | ND | ND | ND | Backing with glue |
| SF-01-58 Layer: 1 | 1305F04-025B | Sheet Flooring / 2347 # 6 | ND | ND | ND | ND | ND | ND | Gray Vinyl |
| SF-01-58 Layer: 2 | 1305F04-025B | Sheet Flooring / 2347 # 6 | ND | ND | ND | ND | ND | ND | Backing |
| SF-01-59 Layer: 1 | 1305F04-026A | Sheet Flooring / 2347 # 6 | ND | ND | ND | ND | ND | ND | Flooring with glue |
| SF-01-60 Layer: 1 | 1305F04-027A | Sheet Flooring / 2347 # 5 | ND | ND | ND | ND | ND | ND | Vinyl |
| SF-01-60 Layer: 2 | 1305F04-027A | Sheet Flooring / 2347 # 5 | ND | ND | ND | ND | ND | ND | Backing with glue |

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| Client ID | AES ID | Location | Asbestos Mineral Percentage | | | | | | Comments |
|---|---|---|---|---|---|---|---|---|---|
| | | | CH | AM | CR | AN | TR | AC | |
| SF-01-60<br>Layer: 3 | 1305F04-027A | Sheet Flooring / 2347 # 5 | ND | ND | ND | ND | ND | ND | Leveling Compound |
| SF-01-61<br>Layer: 1 | 1305F04-028A | Sheet Flooring / 2347 # 8 | ND | ND | ND | ND | ND | ND | Vinyl |
| SF-01-61<br>Layer: 2 | 1305F04-028A | Sheet Flooring / 2347 # 8 | ND | ND | ND | ND | ND | ND | Backing with glue |
| SF-01-62<br>Layer: 1 | 1305F04-029A | Sheet Flooring / 2347 # 8 | ND | ND | ND | ND | ND | ND | Vinyl |
| SF-01-62<br>Layer: 2 | 1305F04-029A | Sheet Flooring / 2347 # 8 | ND | ND | ND | ND | ND | ND | Backing with glue |
| SF-01-63<br>Layer: 1 | 1305F04-030A | Sheet Flooring / 2347 # 8 | ND | ND | ND | ND | ND | ND | Vinyl |

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| Client ID | AES ID | Location | Asbestos Mineral Percentage | | | | | | Comments |
|---|---|---|---|---|---|---|---|---|---|
| | | | CH | AM | CR | AN | TR | AC | |
| SF-01-63<br>Layer: 2 | 1305F04-030A | Sheet Flooring / 2347 # 8 | ND | ND | ND | ND | ND | ND | Backing with glue |
| SF-01-64<br>Layer: 1 | 1305F04-031A | Sheet Flooring / 2347 # 1 | ND | ND | ND | ND | ND | ND | Vinyl |
| SF-01-64<br>Layer: 2 | 1305F04-031A | Sheet Flooring / 2347 # 1 | ND | ND | ND | ND | ND | ND | Backing with glue |
| SF-01-65<br>Layer: 1 | 1305F04-032A | Sheet Flooring / 2347 # 1 | ND | ND | ND | ND | ND | ND | Vinyl |
| SF-01-65<br>Layer: 2 | 1305F04-032A | Sheet Flooring / 2347 # 1 | ND | ND | ND | ND | ND | ND | Backing with glue |
| SF-01-66<br>Layer: 1 | 1305F04-033A | Sheet Flooring / 2347 # 1 | ND | ND | ND | ND | ND | ND | Vinyl |

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| Client ID | AES ID | Location | Asbestos Mineral Percentage | | | | | | Comments |
|---|---|---|---|---|---|---|---|---|---|
| | | | CH | AM | CR | AN | TR | AC | |
| SF-01-66<br>Layer: 2 | 1305F04-033A | Sheet Flooring / 2347 # 1 | ND | ND | ND | ND | ND | ND | Backing with glue |
| LC-01-05<br>Layer: 1 | 1305F04-034A | Light Weight Concrete / 2347 # 12 | ND | ND | ND | ND | ND | ND | |
| LC-01-06<br>Layer: 1 | 1305F04-035A | Light Weight Concrete / 2347 # 11 | ND | ND | ND | ND | ND | ND | |
| WC-01-08<br>Layer: 1 | 1305F04-036A | Window Caulk / 2347 Windows | ND | ND | ND | ND | ND | ND | |
| WC-01-09<br>Layer: 1 | 1305F04-037A | Window Caulk / 2347 Windows | ND | ND | ND | ND | ND | ND | |
| RS-01-17<br>Layer: 1 | 1305F04-038A | Roof Shingles / 2347 Roof | ND | ND | ND | ND | ND | ND | |

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| Project Name: | **Delowe Apartments 2347** | Project Number: | **Delowe Apartments 23** |

| Client ID | AES ID | Location | Asbestos Mineral Percentage | | | | | | Comments |
|---|---|---|---|---|---|---|---|---|---|
| | | | CH | AM | CR | AN | TR | AC | |
| RS-01-18<br>Layer: 1 | 1305F04-039A | Roof Shingles / 2347 Roof | ND | ND | ND | ND | ND | ND | |
| RS-01-19<br>Layer: 1 | 1305F04-040A | Roof Shingles / 2347 Roof | ND | ND | ND | ND | ND | ND | |
| RS-01-20<br>Layer: 1 | 1305F04-041A | Roof Shingles / 2347 Roof | ND | ND | ND | ND | ND | ND | |
| RF-01-15<br>Layer: 1 | 1305F04-042A | Roof Felt / 2347 Roof | ND | ND | ND | ND | ND | ND | |
| RF-01-16<br>Layer: 1 | 1305F04-043A | Roof Felt / 2347 Roof | ND | ND | ND | ND | ND | ND | |
| RF-01-17<br>Layer: 1 | 1305F04-044A | Roof Felt / 2347 Roof | ND | ND | ND | ND | ND | ND | |

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These test results apply only to those samples actually tested, as submitted by the client. All percentages are reported by visually estimated volume. PLM is not consistently reliable in detecting small concentrations of asbestos in floor tiles and similar nonfriable materials, quantitative TEM is currently the only method that can be used to determine conclusive asbestos content.

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**Microanalyst:** Svetlana Arkhipov

**QC Analyst:** Yelena Khanina

# ANALYTICAL ENVIRONMENTAL SERVICES, INC.

## Bulk Sample Summary Report

NVLAP Lab Code 102082-0

23-May-13

| | | | |
|---|---|---|---|
| Client Name: | **National Environmental Solutions, Inc.** | AES Job Number: | **1305F04** |
| Project Name: | **Delowe Apartments 2347** | Project Number: | **Delowe Apartments 23** |

| Client ID | AES ID | Location | Asbestos Mineral Percentage | | | | | | Comments |
|---|---|---|---|---|---|---|---|---|---|
| | | | CH | AM | CR | AN | TR | AC | |
| RF-01-18<br>Layer: 1 | 1305F04-045A | Roof Felt / 2347 Roof | ND | ND | ND | ND | ND | ND | |
| BM-01-03<br>Layer: 1 | 1305F04-046A | Brick Mortar / 2347 Exterior | ND | ND | ND | ND | ND | ND | |
| BM-01-04<br>Layer: 1 | 1305F04-047A | Brick Mortar / 2347 Exterior | ND | ND | ND | ND | ND | ND | |

Note: CH=chrysotile, AM=amosite, CR=crocidolite, AC=actinolite, TR=tremolite, AN=anthophylite

For comments on the samples, see the individual analysis sheets.

ND = None Detected

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**Microanalyst:** Svetlana Arkhipov

**QC Analyst:** Yelena Khanina

1 of 4

1305G84

# CHAIN OF CUSTODY BULK ASBESTOS ANALYSIS

Your Company Name: National Environmental Solutions, Inc.
Street: 273 Quail Run
City/State: Sautee-Ga 30571

Verbal Results to: Doug or Beverly Campbell
Telephone #: 676.524.0203
Mobil #: 404.493.5416

Bill to: Beverly B Campbell
National Environmental Solutions, Inc.
273 Quail Run
Sautee-Ga 30571

Fax Results to: Beverly B Campbell
Fax #: 706.892.1226
E-mail Results: nationalenvironmental@msn.com

Relinquished: [signature]
Date/Time 5-17-13 19:10am

Received: Lalay P 5/17/13 9:10am client
Date/Time

TURNAROUND TIME

○ 3 Hours ○ 6 Hours ○ 12 Hours ○ 1 Day ○ 2 Days ○ 5 Days ○ 6-10 Days

PLM Bulk
○ EPA 600/R-93/116
○ EPA Point Count
○ Other

Project Name/Number: DeloweApartments 2337

Special Instructions:

Site address: 13-1803

| H.A. | Samples (A, B, C) | H.A. Description | Location | Quantity | Friable Y/N | Condition Gd., Fr., Pr. |
|---|---|---|---|---|---|---|
| WS | 01-45 | WALL SYSTEMS | 2337 #4 | | | |
| | -46 | | #1 | | | |
| | -47 | | #3 | | | |
| | -48 | | #5 | | | |
| | -49 | | #6 | | | |
| | -50 | | #9 | | | |
| | -51 | | #10 | | | |
| | -52 | | #12 | | | |
| | -53 | | #11 | | | |
| MM | 01-02 | MIRROR MASTIC | #2 | | | |

2 of 4

1305G84

# CHAIN OF CUSTODY BULK ASBESTOS ANALYSIS

Your Company Name: National Environmental Solutions, Inc.
Street: 273 Quail Run
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Verbal Results to: Doug or Beverly Campbell
Telephone #: 678.524.0203
Mobil #: 404.493.5418

Bill to: Beverly B Campbell
National Environmental Solutions, Inc.
273 Quail Run
Sautee-Ga 30571

Fax Results to: Beverly B Campbell
Fax #: 706.892.1228
E-mail Results: nationalenvironmental@msn.com

Relinquished: [signature]
Date/Time: 5-17-13 9:10am
Received: Cattye P 5/17/13 9:10am client
Date/Time:

TURNAROUND TIME

○ 3 Hours ○ 6 Hours ○ 12 Hours ○ 1 Day ○ 2 Days ○ 5 Days ○ 6-10 Days

PLM Bulk
○ EPA 600/R-93/116
○ EPA Point Count
○ Other

Project Name/Number: DeloweApartments 2337

Special Instructions:

Site address: 13-1803

| H.A. | Samples (A, B, C) | H.A. Description | Location | Quantity | Friable Y/N | Condition Gd., Fr., Pr. |
|---|---|---|---|---|---|---|
| CT | 01-20 | Ceiling Texture | 2337 #2 | | | |
| | -21 | | #9 | | | |
| | -22 | | #10 | | | |
| KD | 01-03 | Knock Down | #13 | | | |
| PC | 01-03 | Popcorn Ceiling | #13 | | | |
| CF | 01-05 | Concrete Flooring | | | | |
| PL | 01-03 | PLASTER | #13 | | | |
| FT | 01-16 | Floor Tile | #7 | | | |
| ⊥ | -17 | ⊥ | #12 | | | |
| SF | 01-67 | Sheet Flooring | #5 Kit | | | |

3 of 4

1305G84

# CHAIN OF CUSTODY BULK ASBESTOS ANALYSIS

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Mobil #: 404.493.5418

Bill to: Beverly B Campbell
National Environmental Solutions, Inc.
273 Quail Run
Sautee-Ga 30571

Fax Results to: Beverly B Campbell
Fax #: 706.692.1226
E-mail Results: nationalenvironmental@msn.com

Relinquished: [signature]
Date/Time 5-17-13 / 9:10am
Received: Lattye P 5/17/13 9:10am [illegible]
Date/Time

TURNAROUND TIME

○ 3 Hours ○ 6 Hours ○ 12 Hours ○ 1 Day ○ 2 Days ○ 5 Days ○ 6-10 Days

PLM Bulk
○ EPA 600/R-93/116
○ EPA Point Count
○ Other

Project Name/Number: DeloweApartments 2337

Special Instructions:

Site address: 13-1803

| H.A. | Samples (A, B, C) | H.A. Description | Location | Quantity | Friable Y/N | Condition Gd., Fr., Pr. |
|---|---|---|---|---|---|---|
| SF | 01-68 | Sheet Flooring | 2337 #5 | | | |
| | -69 | | #5 | | | |
| | -70 | | #7 | | | |
| | -71 | | #7 | | | |
| | -72 | | #13 | | | |
| RS | 01-21 | Roof Shingles | Roof | | | |
| | -22 | | | | | |
| | -23 | | | | | |
| | -24 | | | | | |
| RF | 01-19 | Roof Felt | | | | |

4 of 4

1305G84

# CHAIN OF CUSTODY BULK ASBESTOS ANALYSIS

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Fax Results to: Beverly B Campbell
Fax #: 706.892.1226
E-mail Results: nationalenvironmental@msn.com

Relinquished: [signature]
Date/Time: 5-17-13

Received: [signature] P 5/17/13 9:10a client
Date/Time:

TURNAROUND TIME

○ 3 Hours ○ 6 Hours ○ 12 Hours ○ 1 Day ○ 2 Days ○ 5 Days ○ 6-10 Days

PLM Bulk
○ EPA 600/R-93/116
○ EPA Point Count
○ Other

Project Name/Number: DeloweApartments 2337

Special Instructions:

Site address: 13-1803

| H.A. | Samples (A, B, C) | H.A. Description | Location | Quantity | Friable Y/N | Condition Gd., Fr., Pr. |
|---|---|---|---|---|---|---|
| RF | -20 | Roof Felt | 2337 Roof | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
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| | | | | | | |

# ANALYTICAL ENVIRONMENTAL SERVICES, INC.

## Bulk Sample Summary Report

NVLAP®

Lab Code 102082-0

23-May-13

| | | | |
|---|---|---|---|
| Client Name: | **National Environmental Solutions, Inc.** | AES Job Number: | **1305G84** |
| Project Name: | **Delowe Apartments** | Project Number: | **2337** |

| Client ID | AES ID | Location | Asbestos Mineral Percentage | | | | | | Comments |
|---|---|---|---|---|---|---|---|---|---|
| | | | CH | AM | CR | AN | TR | AC | |
| WS-01-45 Layer: 1 | 1305G84-001A | 2337 #4 / Wall Systems | ND | ND | ND | ND | ND | ND | |
| WS-01-45 Layer: 2 | 1305G84-001A | 2337 #4 / Wall Systems | ND | ND | ND | ND | ND | ND | |
| WS-01-45 Layer: 3 | 1305G84-001A | 2337 #4 / Wall Systems | ND | ND | ND | ND | ND | ND | |
| WS-01-46 Layer: 1 | 1305G84-002A | 2337 #1 / Wall Systems | ND | ND | ND | ND | ND | ND | Paint included as binder |
| WS-01-46 Layer: 2 | 1305G84-002A | 2337 #1 / Wall Systems | ND | ND | ND | ND | ND | ND | |
| WS-01-46 Layer: 3 | 1305G84-002A | 2337 #1 / Wall Systems | 2 | ND | ND | ND | ND | ND | |

Note: CH=chrysotile, AM=amosite, CR=crocidolite, AC=actinolite, TR=tremolite, AN=anthophylite

For comments on the samples, see the individual analysis sheets.

ND = None Detected

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**Microanalyst:** Vira Ruiz

**QC Analyst:** Yelena Khanina

# ANALYTICAL ENVIRONMENTAL SERVICES, INC.

## Bulk Sample Summary Report

NVLAP

Lab Code 102082-0

23-May-13

| | | | |
|---|---|---|---|
| Client Name: | **National Environmental Solutions, Inc.** | AES Job Number: | **1305G84** |
| Project Name: | **Delowe Apartments** | Project Number: | **2337** |

| Client ID | AES ID | Location | Asbestos Mineral Percentage | | | | | | Comments |
|---|---|---|---|---|---|---|---|---|---|
| | | | CH | AM | CR | AN | TR | AC | |
| WS-01-46<br>Layer: 4 | 1305G84-002A | 2337 #1 / Wall Systems | ND | ND | ND | ND | ND | ND | |
| WS-01-46<br>Layer: 5 | 1305G84-002A | 2337 #1 / Wall Systems | ND | ND | ND | ND | ND | ND | |
| WS-01-47<br>Layer: 1 | 1305G84-003A | 2337 #3 / Wall Systems | ND | ND | ND | ND | ND | ND | |
| WS-01-47<br>Layer: 2 | 1305G84-003A | 2337 #3 / Wall Systems | ND | ND | ND | ND | ND | ND | |
| WS-01-47<br>Layer: 3 | 1305G84-003A | 2337 #3 / Wall Systems | ND | ND | ND | ND | ND | ND | |
| WS-01-48<br>Layer: 1 | 1305G84-004A | 2337 #5 / Wall Systems | 2 | ND | ND | ND | ND | ND | Paint included as binder |

Note: CH=chrysotile, AM=amosite, CR=crocidolite, AC=actinolite, TR=tremolite, AN=anthophylite

For comments on the samples, see the individual analysis sheets.

ND = None Detected

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**QC Analyst:** Yelena Khanina

# ANALYTICAL ENVIRONMENTAL SERVICES, INC.

## Bulk Sample Summary Report

NVLAP®

Lab Code 102082-0

23-May-13

| | | | |
|---|---|---|---|
| Client Name: | **National Environmental Solutions, Inc.** | AES Job Number: | **1305G84** |
| Project Name: | **Delowe Apartments** | Project Number: | **2337** |

| Client ID | AES ID | Location | Asbestos Mineral Percentage | | | | | | Comments |
|---|---|---|---|---|---|---|---|---|---|
| | | | CH | AM | CR | AN | TR | AC | |
| WS-01-48<br>Layer: 2 | 1305G84-004A | 2337 #5 / Wall Systems | ND | ND | ND | ND | ND | ND | |
| WS-01-48<br>Layer: 3 | 1305G84-004A | 2337 #5 / Wall Systems | 2 | ND | ND | ND | ND | ND | |
| WS-01-48<br>Layer: 4 | 1305G84-004A | 2337 #5 / Wall Systems | ND | ND | ND | ND | ND | ND | |
| WS-01-48<br>Layer: 5 | 1305G84-004A | 2337 #5 / Wall Systems | ND | ND | ND | ND | ND | ND | |
| WS-01-49<br>Layer: 1 | 1305G84-005A | 2337 #6 / Wall Systems | ND | ND | ND | ND | ND | ND | Paint included as binder |
| WS-01-49<br>Layer: 2 | 1305G84-005A | 2337 #6 / Wall Systems | ND | ND | ND | ND | ND | ND | |

Note: CH=chrysotile, AM=amosite, CR=crocidolite, AC=actinolite, TR=tremolite, AN=anthophylite

For comments on the samples, see the individual analysis sheets.

ND = None Detected

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**Microanalyst:** Vira Ruiz

**QC Analyst:** Yelena Khanina

# ANALYTICAL ENVIRONMENTAL SERVICES, INC.

## Bulk Sample Summary Report

NVLAP Lab Code 102082-0

23-May-13

| | | | |
|---|---|---|---|
| Client Name: | **National Environmental Solutions, Inc.** | AES Job Number: | **1305G84** |
| Project Name: | **Delowe Apartments** | Project Number: | **2337** |

| Client ID | AES ID | Location | Asbestos Mineral Percentage | | | | | | Comments |
|---|---|---|---|---|---|---|---|---|---|
| | | | CH | AM | CR | AN | TR | AC | |
| WS-01-49 Layer: 3 | 1305G84-005A | 2337 #6 / Wall Systems | ND | ND | ND | ND | ND | ND | |
| WS-01-49 Layer: 4 | 1305G84-005A | 2337 #6 / Wall Systems | ND | ND | ND | ND | ND | ND | Paint included as binder |
| WS-01-49 Layer: 5 | 1305G84-005A | 2337 #6 / Wall Systems | ND | ND | ND | ND | ND | ND | |
| WS-01-50 Layer: 1 | 1305G84-006A | 2337 #9 / Wall Systems | ND | ND | ND | ND | ND | ND | Paint included as binder |
| WS-01-50 Layer: 2 | 1305G84-006A | 2337 #9 / Wall Systems | ND | ND | ND | ND | ND | ND | |
| WS-01-50 Layer: 3 | 1305G84-006A | 2337 #9 / Wall Systems | 2 | ND | ND | ND | ND | ND | |

Note: CH=chrysotile, AM=amosite, CR=crocidolite, AC=actinolite, TR=tremolite, AN=anthophylite

For comments on the samples, see the individual analysis sheets.

ND = None Detected

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**Microanalyst:** Vira Ruiz

**QC Analyst:** Yelena Khanina

# ANALYTICAL ENVIRONMENTAL SERVICES, INC.

## Bulk Sample Summary Report

NVLAP®

Lab Code 102082-0

23-May-13

| | | | |
|---|---|---|---|
| Client Name: | **National Environmental Solutions, Inc.** | AES Job Number: | **1305G84** |
| Project Name: | **Delowe Apartments** | Project Number: | **2337** |

| Client ID | AES ID | Location | Asbestos Mineral Percentage | | | | | | Comments |
|---|---|---|---|---|---|---|---|---|---|
| | | | CH | AM | CR | AN | TR | AC | |
| WS-01-50<br>Layer: 4 | 1305G84-006A | 2337 #9 / Wall Systems | ND | ND | ND | ND | ND | ND | |
| WS-01-50<br>Layer: 5 | 1305G84-006A | 2337 #9 / Wall Systems | ND | ND | ND | ND | ND | ND | |
| WS-01-51<br>Layer: 1 | 1305G84-007A | 2337 #10 / Wall Systems | ND | ND | ND | ND | ND | ND | Paint included as binder |
| WS-01-51<br>Layer: 2 | 1305G84-007A | 2337 #10 / Wall Systems | ND | ND | ND | ND | ND | ND | |
| WS-01-51<br>Layer: 3 | 1305G84-007A | 2337 #10 / Wall Systems | ND | ND | ND | ND | ND | ND | |
| WS-01-52<br>Layer: 1 | 1305G84-008A | 2337 #12 / Wall Systems | ND | ND | ND | ND | ND | ND | |

Note: CH=chrysotile, AM=amosite, CR=crocidolite, AC=actinolite, TR=tremolite, AN=anthophylite

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ND = None Detected

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**QC Analyst:** Yelena Khanina

# ANALYTICAL ENVIRONMENTAL SERVICES, INC.

## Bulk Sample Summary Report

NVLAP Lab Code 102082-0

23-May-13

| | | | |
|---|---|---|---|
| Client Name: | **National Environmental Solutions, Inc.** | AES Job Number: | **1305G84** |
| Project Name: | **Delowe Apartments** | Project Number: | **2337** |

| Client ID | AES ID | Location | Asbestos Mineral Percentage | | | | | | Comments |
|---|---|---|---|---|---|---|---|---|---|
| | | | CH | AM | CR | AN | TR | AC | |
| WS-01-52 Layer: 2 | 1305G84-008A | 2337 #12 / Wall Systems | ND | ND | ND | ND | ND | ND | |
| WS-01-52 Layer: 3 | 1305G84-008A | 2337 #12 / Wall Systems | ND | ND | ND | ND | ND | ND | |
| WS-01-53 Layer: 1 | 1305G84-009A | 2337 #11 / Wall Systems | ND | ND | ND | ND | ND | ND | |
| WS-01-53 Layer: 2 | 1305G84-009A | 2337 #11 / Wall Systems | ND | ND | ND | ND | ND | ND | |
| MM-01-02 Layer: 1 | 1305G84-010A | 2337 #2 / Mirror Mastic | 15 | ND | ND | ND | ND | ND | |
| CT-01-20 Layer: 1 | 1305G84-011A | 2337 #2 / Ceiling Texture | ND | ND | ND | ND | ND | ND | Paint included as binder |

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**QC Analyst:** Yelena Khanina

# ANALYTICAL ENVIRONMENTAL SERVICES, INC.

## Bulk Sample Summary Report

NVLAP Lab Code 102082-0

23-May-13

Client Name: **National Environmental Solutions, Inc.** AES Job Number: **1305G84**

Project Name: **Delowe Apartments** Project Number: **2337**

| Client ID | AES ID | Location | Asbestos Mineral Percentage | | | | | | Comments |
|---|---|---|---|---|---|---|---|---|---|
| | | | CH | AM | CR | AN | TR | AC | |
| CT-01-20 Layer: 2 | 1305G84-011A | 2337 #2 / Ceiling Texture | ND | ND | ND | ND | ND | ND | |
| CT-01-20 Layer: 3 | 1305G84-011A | 2337 #2 / Ceiling Texture | ND | ND | ND | ND | ND | ND | |
| CT-01-21 Layer: 1 | 1305G84-012A | 2337 #9 / Ceiling Texture | ND | ND | ND | ND | ND | ND | Paint included as binder |
| CT-01-21 Layer: 2 | 1305G84-012A | 2337 #9 / Ceiling Texture | ND | ND | ND | ND | ND | ND | Paint included as binder |
| CT-01-21 Layer: 3 | 1305G84-012A | 2337 #9 / Ceiling Texture | ND | ND | ND | ND | ND | ND | |
| CT-01-22 Layer: 1 | 1305G84-013A | 2337 #10 / Ceiling Texture | ND | ND | ND | ND | ND | ND | Paint included as binder |

Note: CH=chrysotile, AM=amosite, CR=crocidolite, AC=actinolite, TR=tremolite, AN=anthophylite

For comments on the samples, see the individual analysis sheets.

ND = None Detected

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**Microanalyst:** Vira Ruiz

**QC Analyst:** Yelena Khanina

# ANALYTICAL ENVIRONMENTAL SERVICES, INC.

## Bulk Sample Summary Report

NVLAP Lab Code 102082-0

23-May-13

Client Name: **National Environmental Solutions, Inc.** AES Job Number: **1305G84**

Project Name: **Delowe Apartments** Project Number: **2337**

| Client ID | AES ID | Location | Asbestos Mineral Percentage | | | | | | Comments |
|---|---|---|---|---|---|---|---|---|---|
| | | | CH | AM | CR | AN | TR | AC | |
| CT-01-22 Layer: 2 | 1305G84-013A | 2337 #10 / Ceiling Texture | 2 | ND | ND | ND | ND | ND | Paint included as binder |
| CT-01-22 Layer: 3 | 1305G84-013A | 2337 #10 / Ceiling Texture | ND | ND | ND | ND | ND | ND | Paint included as binder |
| CT-01-22 Layer: 4 | 1305G84-013A | 2337 #10 / Ceiling Texture | ND | ND | ND | ND | ND | ND | |
| KD-01-03 Layer: 1 | 1305G84-014A | 2337 #13 / Knock Down | ND | ND | ND | ND | ND | ND | Paint included as binder |
| KD-01-03 Layer: 2 | 1305G84-014A | 2337 #13 / Knock Down | ND | ND | ND | ND | ND | ND | |
| KD-01-03 Layer: 3 | 1305G84-014A | 2337 #13 / Knock Down | ND | ND | ND | ND | ND | ND | |

Note: CH=chrysotile, AM=amosite, CR=crocidolite, AC=actinolite, TR=tremolite, AN=anthophylite

For comments on the samples, see the individual analysis sheets.

ND = None Detected

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**Microanalyst:** Vira Ruiz

**QC Analyst:** Yelena Khanina

# ANALYTICAL ENVIRONMENTAL SERVICES, INC.

## Bulk Sample Summary Report

NVLAP Lab Code 102082-0

23-May-13

Client Name: **National Environmental Solutions, Inc.** AES Job Number: **1305G84**

Project Name: **Delowe Apartments** Project Number: **2337**

| Client ID | AES ID | Location | Asbestos Mineral Percentage | | | | | | Comments |
|---|---|---|---|---|---|---|---|---|---|
| | | | CH | AM | CR | AN | TR | AC | |
| PC-01-03 Layer: 1 | 1305G84-015A | 2337 #13 / Popcorn Ceiling | 2 | ND | ND | ND | ND | ND | Paint included as binder |
| PC-01-03 Layer: 2 | 1305G84-015A | 2337 #13 / Popcorn Ceiling | ND | ND | ND | ND | ND | ND | |
| CF-01-05 Layer: 1 | 1305G84-016A | 2337 #13 / Concrete Flooring | ND | ND | ND | ND | ND | ND | Paint included as binder |
| PL-01-03 Layer: 1 | 1305G84-017A | 2337 #13 / Plaster | ND | ND | ND | ND | ND | ND | Paint included as binder |
| PL-01-03 Layer: 2 | 1305G84-017A | 2337 #13 / Plaster | ND | ND | ND | ND | ND | ND | |
| FT-01-16 Layer: 1 | 1305G84-018A | 2337 #7 / Floor Tile | ND | ND | ND | ND | ND | ND | Floor Tile with glue |

Note: CH=chrysotile, AM=amosite, CR=crocidolite, AC=actinolite, TR=tremolite, AN=anthophylite

For comments on the samples, see the individual analysis sheets.

ND = None Detected

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**Microanalyst:** Vira Ruiz

**QC Analyst:** Yelena Khanina

# ANALYTICAL ENVIRONMENTAL SERVICES, INC.

## Bulk Sample Summary Report

NVLAP Lab Code 102082-0

23-May-13

Client Name: **National Environmental Solutions, Inc.** AES Job Number: **1305G84**

Project Name: **Delowe Apartments** Project Number: **2337**

| Client ID | AES ID | Location | Asbestos Mineral Percentage | | | | | | Comments |
|---|---|---|---|---|---|---|---|---|---|
| | | | CH | AM | CR | AN | TR | AC | |
| FT-01-17<br>Layer: 1 | 1305G84-019A | 2337 #12 / Floor Tile | ND | ND | ND | ND | ND | ND | Floor Tile |
| SF-01-67<br>Layer: 1 | 1305G84-020A | 2337 #5 Kit. / Sheet Flooring | ND | ND | ND | ND | ND | ND | Vinyl |
| SF-01-67<br>Layer: 2 | 1305G84-020A | 2337 #5 Kit. / Sheet Flooring | ND | ND | ND | ND | ND | ND | Backing |
| SF-01-68<br>Layer: 1 | 1305G84-021A | 2337 #5 / Sheet Flooring | ND | ND | ND | ND | ND | ND | Gray backing with glue |
| SF-01-68<br>Layer: 2 | 1305G84-021A | 2337 #5 / Sheet Flooring | ND | ND | ND | ND | ND | ND | Vinyl |
| SF-01-68<br>Layer: 3 | 1305G84-021A | 2337 #5 / Sheet Flooring | ND | ND | ND | ND | ND | ND | Tan Backing |

Note: CH=chrysotile, AM=amosite, CR=crocidolite, AC=actinolite, TR=tremolite, AN=anthophylite

For comments on the samples, see the individual analysis sheets.

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**Microanalyst:** Vira Ruiz

Vira Ruiz

**QC Analyst:**

Yelena Khanina

# ANALYTICAL ENVIRONMENTAL SERVICES, INC.

## Bulk Sample Summary Report

NVLAP

Lab Code 102082-0

23-May-13

| | | | |
|---|---|---|---|
| Client Name: | **National Environmental Solutions, Inc.** | AES Job Number: | **1305G84** |
| Project Name: | **Delowe Apartments** | Project Number: | **2337** |

| Client ID | AES ID | Location | Asbestos Mineral Percentage | | | | | | Comments |
|---|---|---|---|---|---|---|---|---|---|
| | | | CH | AM | CR | AN | TR | AC | |
| SF-01-69 Layer: 1 | 1305G84-022A | 2337 #5 / Sheet Flooring | ND | ND | ND | ND | ND | ND | Vinyl |
| SF-01-69 Layer: 2 | 1305G84-022A | 2337 #5 / Sheet Flooring | ND | ND | ND | ND | ND | ND | Backing |
| SF-01-70 Layer: 1 | 1305G84-023A | 2337 #7 / Sheet Flooring | ND | ND | ND | ND | ND | ND | Vinyl |
| SF-01-70 Layer: 2 | 1305G84-023A | 2337 #7 / Sheet Flooring | ND | ND | ND | ND | ND | ND | Backing |
| SF-01-71 Layer: 1 | 1305G84-024A | 2337 #7 / Sheet Flooring | ND | ND | ND | ND | ND | ND | Vinyl with glue |
| SF-01-71 Layer: 2 | 1305G84-024A | 2337 #7 / Sheet Flooring | ND | ND | ND | ND | ND | ND | Backing |

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For comments on the samples, see the individual analysis sheets.

ND = None Detected

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**Microanalyst:** Vira Ruiz

**QC Analyst:** Yelena Khanina

# ANALYTICAL ENVIRONMENTAL SERVICES, INC.

## Bulk Sample Summary Report

AES

NVLAP

Lab Code 102082-0

23-May-13

| | | | |
|---|---|---|---|
| Client Name: | **National Environmental Solutions, Inc.** | AES Job Number: | **1305G84** |
| Project Name: | **Delowe Apartments** | Project Number: | **2337** |

| Client ID | AES ID | Location | Asbestos Mineral Percentage | | | | | | Comments |
|---|---|---|---|---|---|---|---|---|---|
| | | | CH | AM | CR | AN | TR | AC | |
| SF-01-72<br>Layer: 1 | 1305G84-025A | 2337 #13 / Sheet Flooring | ND | ND | ND | ND | ND | ND | Vinyl |
| SF-01-72<br>Layer: 2 | 1305G84-025A | 2337 #13 / Sheet Flooring | ND | ND | ND | ND | ND | ND | Backing |
| RS-01-21<br>Layer: 1 | 1305G84-026A | 2337 Roof / Roof Shingles | ND | ND | ND | ND | ND | ND | |
| RS-01-22<br>Layer: 1 | 1305G84-027A | 2337 Roof / Roof Shingles | ND | ND | ND | ND | ND | ND | |
| RS-01-23<br>Layer: 1 | 1305G84-028A | 2337 Roof / Roof Shingles | ND | ND | ND | ND | ND | ND | |
| RS-01-24<br>Layer: 1 | 1305G84-029A | 2337 Roof / Roof Shingles | ND | ND | ND | ND | ND | ND | |

Note: CH=chrysotile, AM=amosite, CR=crocidolite, AC=actinolite, TR=tremolite, AN=anthophylite

For comments on the samples, see the individual analysis sheets.

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**Microanalyst:** Vira Ruiz

Vira Ruiz

**QC Analyst:**

Yelena Khanina

# ANALYTICAL ENVIRONMENTAL SERVICES, INC.

## Bulk Sample Summary Report

NVLAP Lab Code 102082-0

23-May-13

| | | | |
|---|---|---|---|
| Client Name: | **National Environmental Solutions, Inc.** | AES Job Number: | **1305G84** |
| Project Name: | **Delowe Apartments** | Project Number: | **2337** |

| Client ID | AES ID | Location | Asbestos Mineral Percentage | | | | | | Comments |
|---|---|---|---|---|---|---|---|---|---|
| | | | CH | AM | CR | AN | TR | AC | |
| RF-01-19<br>Layer: 1 | 1305G84-030A | 2337 Roof / Roof Felt | ND | ND | ND | ND | ND | ND | |
| RF-20<br>Layer: 1 | 1305G84-031A | 2337 Roof / Roof Felt | ND | ND | ND | ND | ND | ND | |

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For comments on the samples, see the individual analysis sheets.

ND = None Detected

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**Microanalyst:** Vira Ruiz

**QC Analyst:** Yelena Khanina

1302

1305G85

# CHAIN OF CUSTODY BULK ASBESTOS ANALYSIS

Your Company Name: National Environmental Solutions, Inc.
Street: 273 Quail Run
City/State: Sautee-Ga 30571

Verbal Results to: Doug or Beverly Campbell
Telephone #: 678.524.0203
Mobil #: 404.493.5418

Bill to: Beverly B Campbell
National Environmental Solutions, Inc.
273 Quail Run
Sautee-Ga 30571

Fax Results to: Beverly B Campbell
Fax #: 706.892.1228
E-mail Results: nationalenvironmental@msn.com

Relinquished: [signature]
Date/Time 5-17-13

Received: Catoya P 5/17/13 9:10am client
Date/Time



TURNAROUND TIME

O 3 Hours O 6 Hours O 12 Hours O 1 Day O 2 Days O 5 Days O 6-10 Days

PLM Bulk
- O EPA 600/R-93/116
- O EPA Point Count
- O Other

Project Name/Number: DeloweApartments 2353

Special Instructions:

Site address: 13-1803

| H.A. | Samples (A, B, C) | H.A. Description | Location | Quantity | Friable Y/N | Condition Gd., Fr., Pr. |
|---|---|---|---|---|---|---|
| WS | 01-28 | WALL systems | 2353 #2 | | | |
| ↓ | -29 | ↓ | #4 | | | |
| | -30 | | #3 | | | |
| ↓ | -31 | ↓ | #1 | | | |
| WC | 01-07 | window caulk | window | | | |
| CT | 01-14 | CEILING TEXTURE | #4 | | | |
| ↓ | -15 | ↓ | #2 | | | |
| MM | 01-01 | MIRROR MASTIC | #1 | | | |
| RS | 01-15 | Roof Shingles | Roof | | | |
| ↓ | -16 | ↓ | ↓ | | | |

1305685

# CHAIN OF CUSTODY BULK ASBESTOS ANALYSIS



| | | | |
|---|---|---|---|
| Your Company Name: | National Environmental Solutions, Inc. | Bill to: Beverly B Campbell<br>National Environmental Solutions, Inc. | Relinquished : Date/Time 5-17-13 |
| Street: | 273 Quail Run | 273 Quail Run | |
| City/State: | Sautee-Ga 30571 | Sautee-Ga 30571 | Received: Date/Time 5/17/13 9:10am client |
| Verbal Results to: | Doug or Beverly Campbell | Fax Results to: Beverly B Campbell | |
| Telephone #: | 678.524.0203 | Fax #: 706.892.1226 | |
| Mobil #: | 404.493.5418 | E-mail Results: nationalenvironmental@msn.com | |

TURNAROUND TIME

○ 3 Hours ○ 6 Hours ○ 12 Hours ○ 1 Day ○ 2 Days ○ 5 Days ○ 8-10 Days

PLM Bulk
- ○ EPA 600/R-93/116
- ○ EPA Point Count
- ○ Other

Project Name/Number: DeloweApartments 2353

Special instructions:

Site address: 13-1803

| H.A. | Samples (A, B, C) | H.A. Description | Location | Quantity | Friable Y/N | Condition Gd., Fr., Pr. |
|---|---|---|---|---|---|---|
| RF | 01-13 | Roof Felt | 2353 | | | |
| 〃 | -14 | 〃 | 〃 | | | |
| SF | 01+55 | Sheet Flooring | #4 Kit. | | | |
| 〃 | -56 | 〃 | 〃 #2 | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |

# ANALYTICAL ENVIRONMENTAL SERVICES, INC.

## Bulk Sample Summary Report

NVLAP®

Lab Code 102082-0

23-May-13

| | | | |
|---|---|---|---|
| Client Name: | **National Environmental Solutions, Inc.** | AES Job Number: | **1305G85** |
| Project Name: | **Delowe Apartments** | Project Number: | **2353** |

| Client ID | AES ID | Location | Asbestos Mineral Percentage | | | | | | Comments |
|---|---|---|---|---|---|---|---|---|---|
| | | | CH | AM | CR | AN | TR | AC | |
| WS-01-28 Layer: 1 | 1305G85-001A | 2353 # 2 / Wall Systems | ND | ND | ND | ND | ND | ND | |
| WS-01-28 Layer: 2 | 1305G85-001A | 2353 # 2 / Wall Systems | ND | ND | ND | ND | ND | ND | |
| WS-01-28 Layer: 3 | 1305G85-001A | 2353 # 2 / Wall Systems | ND | ND | ND | ND | ND | ND | |
| WS-01-29 Layer: 1 | 1305G85-002A | 2353 # 4 / Wall Systems | 2 | ND | ND | ND | ND | ND | Paint included as binder |
| WS-01-29 Layer: 2 | 1305G85-002A | 2353 # 4 / Wall Systems | ND | ND | ND | ND | ND | ND | |
| WS-01-29 Layer: 3 | 1305G85-002A | 2353 # 4 / Wall Systems | ND | ND | ND | ND | ND | ND | |

Note: CH=chrysotile, AM=amosite, CR=crocidolite, AC=actinolite, TR=tremolite, AN=anthophylite

For comments on the samples, see the individual analysis sheets.

ND = None Detected

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**Microanalyst:** Elena Ivanova

**QC Analyst:** Yelena Khanina

# ANALYTICAL ENVIRONMENTAL SERVICES, INC.

## Bulk Sample Summary Report

NVLAP Lab Code 102082-0

23-May-13

| | | | |
|---|---|---|---|
| Client Name: | **National Environmental Solutions, Inc.** | AES Job Number: | **1305G85** |
| Project Name: | **Delowe Apartments** | Project Number: | **2353** |

| Client ID | AES ID | Location | Asbestos Mineral Percentage | | | | | | Comments |
|---|---|---|---|---|---|---|---|---|---|
| | | | CH | AM | CR | AN | TR | AC | |
| WS-01-30 Layer: 1 | 1305G85-003A | 2353 # 3 / Wall Systems | 2 | ND | ND | ND | ND | ND | Paint included as binder |
| WS-01-30 Layer: 2 | 1305G85-003A | 2353 # 3 / Wall Systems | ND | ND | ND | ND | ND | ND | |
| WS-01-30 Layer: 3 | 1305G85-003A | 2353 # 3 / Wall Systems | ND | ND | ND | ND | ND | ND | |
| WS-01-31 Layer: 1 | 1305G85-004A | 2353 # 1 / Wall Systems | ND | ND | ND | ND | ND | ND | |
| WS-01-31 Layer: 2 | 1305G85-004A | 2353 # 1 / Wall Systems | ND | ND | ND | ND | ND | ND | |
| WS-01-31 Layer: 3 | 1305G85-004A | 2353 # 1 / Wall Systems | ND | ND | ND | ND | ND | ND | |

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ND = None Detected

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**Microanalyst:** Elena Ivanova

**QC Analyst:** Yelena Khanina

# ANALYTICAL ENVIRONMENTAL SERVICES, INC.

## Bulk Sample Summary Report

NVLAP

Lab Code 102082-0

23-May-13

| | | | |
|---|---|---|---|
| Client Name: | **National Environmental Solutions, Inc.** | AES Job Number: | **1305G85** |
| Project Name: | **Delowe Apartments** | Project Number: | **2353** |

| Client ID | AES ID | Location | Asbestos Mineral Percentage | | | | | | Comments |
|---|---|---|---|---|---|---|---|---|---|
| | | | CH | AM | CR | AN | TR | AC | |
| WC-01-07<br>Layer: 1 | 1305G85-005A | 2353 Window / Window Caulk | ND | ND | ND | ND | ND | ND | Paint included as binder |
| CT-01-14<br>Layer: 1 | 1305G85-006A | 2353 # 4 / Ceiling Texture | ND | ND | ND | ND | ND | ND | Paint included as binder |
| CT-01-15<br>Layer: 1 | 1305G85-007A | 2353 # 2 / Ceiling Texture | ND | ND | ND | ND | ND | ND | Paint included as binder |
| CT-01-15<br>Layer: 2 | 1305G85-007A | 2353 # 2 / Ceiling Texture | ND | ND | ND | ND | ND | ND | Paint included as binder |
| MM-01-01<br>Layer: 1 | 1305G85-008A | 2353 # 1 / Mirror Mastic | 15 | ND | ND | ND | ND | ND | Black Mastic |
| MM-01-01<br>Layer: 2 | 1305G85-008A | 2353 # 1 / Mirror Mastic | ND | ND | ND | ND | ND | ND | |

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**QC Analyst:** Yelena Khanina

# ANALYTICAL ENVIRONMENTAL SERVICES, INC.

## Bulk Sample Summary Report

NVLAP

Lab Code 102082-0

23-May-13

| | | | |
|---|---|---|---|
| Client Name: | **National Environmental Solutions, Inc.** | AES Job Number: | **1305G85** |
| Project Name: | **Delowe Apartments** | Project Number: | **2353** |

| Client ID | AES ID | Location | Asbestos Mineral Percentage | | | | | | Comments |
|---|---|---|---|---|---|---|---|---|---|
| | | | CH | AM | CR | AN | TR | AC | |
| RS-01-15<br>Layer: 1 | 1305G85-009A | 2353 Roof / Roof Shingles | ND | ND | ND | ND | ND | ND | |
| RS-01-16<br>Layer: 1 | 1305G85-010A | 2353 Roof / Roof Shingles | ND | ND | ND | ND | ND | ND | |
| RF-01-13<br>Layer: 1 | 1305G85-011A | 2353 / Roof Felt | ND | ND | ND | ND | ND | ND | |
| RF-01-14<br>Layer: 1 | 1305G85-012A | 2353 / Roof Felt | ND | ND | ND | ND | ND | ND | |
| SF-01-55<br>Layer: 1 | 1305G85-013A | 2353 # 4 Kit. / Sheet Flooring | ND | ND | ND | ND | ND | ND | Vinyl |
| SF-01-55<br>Layer: 2 | 1305G85-013A | 2353 # 4 Kit. / Sheet Flooring | ND | ND | ND | ND | ND | ND | Backing |

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**QC Analyst:** Yelena Khanina

# ANALYTICAL ENVIRONMENTAL SERVICES, INC.

## Bulk Sample Summary Report

NVLAP Lab Code 102082-0

23-May-13

| | | | |
|---|---|---|---|
| Client Name: | **National Environmental Solutions, Inc.** | AES Job Number: | **1305G85** |
| Project Name: | **Delowe Apartments** | Project Number: | **2353** |

| Client ID | AES ID | Location | Asbestos Mineral Percentage | | | | | | Comments |
|---|---|---|---|---|---|---|---|---|---|
| | | | CH | AM | CR | AN | TR | AC | |
| SF-01-55 Layer: 3 | 1305G85-013A | 2353 # 4 Kit. / Sheet Flooring | ND | ND | ND | ND | ND | ND | Glue |
| SF-01-55 Layer: 4 | 1305G85-013A | 2353 # 4 Kit. / Sheet Flooring | ND | ND | ND | ND | ND | ND | Leveling Compound |
| SF-01-56 Layer: 1 | 1305G85-014A | 2353 # 2 / Sheet Flooring | ND | ND | ND | ND | ND | ND | Backing with glue |
| SF-01-56 Layer: 2 | 1305G85-014A | 2353 # 2 / Sheet Flooring | ND | ND | ND | ND | ND | ND | Vinyl |
| SF-01-56 Layer: 3 | 1305G85-014A | 2353 # 2 / Sheet Flooring | ND | ND | ND | ND | ND | ND | Backing |

Note: CH=chrysotile, AM=amosite, CR=crocidolite, AC=actinolite, TR=tremolite, AN=anthophylite

For comments on the samples, see the individual analysis sheets.

ND = None Detected

AES,Inc. is accredited by NIST's National Voluntary Laboratory Accreditation Program (NVLAP) for Polarized Light Microscopy (PLM) analysis, Lab Code 102082-0. All analyses performed in accordance with EPA "Interim Method for the Determination of Asbestos in Bulk Insulation Samples" (EPA 600/M4-82-020), 1982 as found in 40 CFR, Part 763, Appendix E to Subpart E and "Method for the Determination of Asbestos in Bulk Building Materials" (EPA/600/R-93/116), 1993.

These test results apply only to those samples actually tested, as submitted by the client. All percentages are reported by visually estimated volume.

PLM is not consistently reliable in detecting small concentrations of asbestos in floor tiles and similar nonfriable materials, quantitative TEM is currently the only method that can be used to determine conclusive asbestos content.

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**Microanalyst:** Elena Ivanova

**QC Analyst:** Yelena Khanina

1 of 3

1305686

# CHAIN OF CUSTODY BULK ASBESTOS ANALYSIS

Your Company Name: National Environmental Solutions, Inc.
Street: 273 Quail Run
City/State: Sautee-Ga 30571

Verbal Results to: Doug or Beverly Campbell
Telephone #: 678.524.0203
Mobil #: 404.493.5418

Bill to: Beverly B Campbell
National Environmental Solutions, Inc.
273 Quail Run
Sautee-Ga 30571

Fax Results to: Beverly B Campbell
Fax #: 706.892.1226
E-mail Results: nationalenvironmental@msn.com

Relinquished: [signature]
Date/Time: 5-17-13
Received: Latoya P 5/17/13 9:10am [illegible]
Date/Time:

TURNAROUND TIME

○ 3 Hours ○ 6 Hours ○ 12 Hours ○ 1 Day ○ 2 Days ○ 5 Days ○ 6-10 Days

PLM Bulk
○ EPA 600/R-93/116
○ EPA Point Count
○ Other

Project Name/Number: DeloweApartments 2367

Special Instructions:

Site address: 13-1803

| H.A. | Samples (A, B, C) | H.A. Description | Location | | Quantity | Friable Y/N | Condition Gd., Fr., Pr. |
|---|---|---|---|---|---|---|---|
| WS | 01-15 | WALL SYSTEMS | 2367 | #6 | | | |
| | -16 | | | #10 | | | |
| | -17 | | | #9 | | | |
| | 18 | | | #11 | | | |
| RS | 01-08 | Roof Shingles | | Roof | | | |
| | -09 | | | | | | |
| | -10 | | | | | | |
| RF | -08 | Roof FELT | | | | | |
| | -09 | | | | | | |
| LC | 01-01 | Lightweight Concrete | | #10 | | | |

2367 1305686

## CHAIN OF CUSTODY BULK ASBESTOS ANALYSIS



| | | | |
|---|---|---|---|
| Your Company Name: | National Environmental Solutions, Inc. | Bill to: | Beverly B Campbell<br>National Environmental Solutions, Inc. |
| Street: | 273 Quail Run | | 273 Quail Run |
| City/State: | Sautee-Ga 30571 | | Sautee-Ga 30571 |
| Verbal Results to: | Doug or Beverly Campbell | Fax Results to: | Beverly B Campbell |
| Telephone #: | 678.524.0203 | Fax #: | 706.892.1226 |
| Mobil #: | 404.493.5418 | E-mail Results: | nationalenvironmental@msn.com |

Relinquished: _____ Date/Time 5-17-13

Received: Cathy B 5/17/13 9:10am check Date/Time

TURNAROUND TIME

○ 3 Hours ○ 6 Hours ○ 12 Hours ○ 1 Day ○ 2 Days ○ 5 Days ○ 6-10 Days

PLM Bulk
- ○ EPA 600/R-93/116
- ○ EPA Point Count
- ○ Other _____

Project Name/Number: DeloweApartments 2367

Special Instructions: _____

Site address: 13-1803

| H.A. | Samples (A, B, C) | H.A. Description | Location | Quantity | Friable Y/N | Condition Gd., Fr., Pr. |
|---|---|---|---|---|---|---|
| LC | 01-02 | Lightweight Concrete | 2367 #12 | | | |
| WC | 01-04 | Window Caulk | Windows | | | |
| ↓ | -05 | ↓ | ↓ | | | |
| FT | 01-08 | Floor Tile | #2 | | | |
| ↓ | -09 | ↓ | #8 Kit | | | |
| ↓ | -10 | ↓ | #10 Kit - w/ Leveling compound | | | |
| ↓ | -11 | ↓ | #11 Kit. | | | |
| SF | 01-29 | Sheet Flooring | #8 kit | | | |
| | -30 | | #6 | | | |
| | -31 | | #6 | | | |

3 of 3

1305G86

# CHAIN OF CUSTODY BULK ASBESTOS ANALYSIS

| | | | |
|---|---|---|---|
| Your Company Name: | National Environmental Solutions, Inc. | Bill to: Beverly B Campbell | National Environmental Solutions, Inc. |
| Street: | 273 Quail Run | | 273 Quail Run |
| City/State: | Sautee-Ga 30571 | | Sautee-Ga 30571 |
| Verbal Results to: | Doug or Beverly Campbell | Fax Results to: Beverly B Campbell | |
| Telephone #: | 678.524.0203 | Fax #: 706.892.1226 | |
| Mobil #: | 404.493.5418 | E-mail Results: nationalenvironmental@msn.com | |

Relinquished: Date/Time 5-17-13

Received: Date/Time Cathye P 5/17/13 9:10am Client



TURNAROUND TIME

○ 3 Hours ○ 6 Hours ○ 12 Hours ○ 1 Day ○ 2 Days ○ 5 Days ○ 6-10 Days

PLM Bulk
- ○ EPA 600/R-93/116
- ○ EPA Point Count
- ○ Other

Project Name/Number: DeloweApartments 2367

Special Instructions:

Site address: 13-1803

| H.A. | Samples (A, B, C) | H.A. Description | Location | Quantity | Friable Y/N | Condition Gd., Fr., Pr. |
|---|---|---|---|---|---|---|
| SF | 01-32 | Sheet Flooring | 2367 #10 kit. | | | |
| | -33 | | #10 bath | | | |
| | -34 | | #10 bath | | | |
| | -35 | | #9 bath | | | |
| | -36 | | #9 bath | | | |
| | -37* | | [redacted] | | | |
| | -38 | | #12 bath | | | |
| | -39 | | #12 bath | | | |
| | -40 | | #12 bath | | | |
| | | | | | | |

## Analytical Environmental Services, Inc

**Date:** 23-May-13

**Client:** National Environmental Solutions, Inc.
**Project:** Delowe Apartments
**Lab ID:** 1305G86

## Case Narrative

Samples "SF-01-37" was listed on the Chain of Custody but was not received.

Samples SF-01-30; SF-01-31; SF-01-32; SF-01-36 had two types of flooring each. The client will be charged for 4 extra samples.

# ANALYTICAL ENVIRONMENTAL SERVICES, INC.

## Bulk Sample Summary Report

NVLAP Lab Code 102082-0

23-May-13

| | | | |
|---|---|---|---|
| Client Name: | **National Environmental Solutions, Inc.** | AES Job Number: | **1305G86** |
| Project Name: | **Delowe Apartments** | Project Number: | **2367** |

| Client ID | AES ID | Location | Asbestos Mineral Percentage | | | | | | Comments |
|---|---|---|---|---|---|---|---|---|---|
| | | | CH | AM | CR | AN | TR | AC | |
| WS-01-15 Layer: 1 | 1305G86-001A | 2367 #6 / Wall Systems | ND | ND | ND | ND | ND | ND | |
| WS-01-15 Layer: 2 | 1305G86-001A | 2367 #6 / Wall Systems | ND | ND | ND | ND | ND | ND | |
| WS-01-15 Layer: 3 | 1305G86-001A | 2367 #6 / Wall Systems | ND | ND | ND | ND | ND | ND | |
| WS-01-16 Layer: 1 | 1305G86-002A | 2367 #10 / Wall Systems | ND | ND | ND | ND | ND | ND | |
| WS-01-16 Layer: 2 | 1305G86-002A | 2367 #10 / Wall Systems | ND | ND | ND | ND | ND | ND | |
| WS-01-16 Layer: 3 | 1305G86-002A | 2367 #10 / Wall Systems | ND | ND | ND | ND | ND | ND | |

Note: CH=chrysotile, AM=amosite, CR=crocidolite, AC=actinolite, TR=tremolite, AN=anthophylite

For comments on the samples, see the individual analysis sheets.

ND = None Detected

AES,Inc. is accredited by NIST's National Voluntary Laboratory Accreditation Program (NVLAP) for Polarized Light Microscopy (PLM) analysis, Lab Code 102082-0. All analyses performed in accordance with EPA "Interim Method for the Determination of Asbestos in Bulk Insulation Samples" (EPA 600/M4-82-020), 1982 as found in 40 CFR, Part 763, Appendix E to Subpart E and "Method for the Determination of Asbestos in Bulk Building Materials" (EPA/600/R-93/116), 1993.

These test results apply only to those samples actually tested, as submitted by the client. All percentages are reported by visually estimated volume. PLM is not consistently reliable in detecting small concentrations of asbestos in floor tiles and similar nonfriable materials, quantitative TEM is currently the only method that can be used to determine conclusive asbestos content.

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**Microanalyst:** Vira Ruiz

**QC Analyst:** Yelena Khanina

# ANALYTICAL ENVIRONMENTAL SERVICES, INC.

## Bulk Sample Summary Report

NVLAP®
Lab Code 102082-0

23-May-13

| | | | |
|---|---|---|---|
| Client Name: | **National Environmental Solutions, Inc.** | AES Job Number: | **1305G86** |
| Project Name: | **Delowe Apartments** | Project Number: | **2367** |

| Client ID | AES ID | Location | Asbestos Mineral Percentage | | | | | | Comments |
|---|---|---|---|---|---|---|---|---|---|
| | | | CH | AM | CR | AN | TR | AC | |
| WS-01-17<br>Layer: 1 | 1305G86-003A | 2367 #9 / Wall Systems | ND | ND | ND | ND | ND | ND | Paint included as binder |
| WS-01-17<br>Layer: 2 | 1305G86-003A | 2367 #9 / Wall Systems | ND | ND | ND | ND | ND | ND | |
| WS-01-17<br>Layer: 3 | 1305G86-003A | 2367 #9 / Wall Systems | ND | ND | ND | ND | ND | ND | |
| WS-01-18<br>Layer: 1 | 1305G86-004A | 2367 #11 / Wall Systems | 2 | ND | ND | ND | ND | ND | Paint included as binder |
| WS-01-18<br>Layer: 2 | 1305G86-004A | 2367 #11 / Wall Systems | ND | ND | ND | ND | ND | ND | |
| WS-01-18<br>Layer: 3 | 1305G86-004A | 2367 #11 / Wall Systems | ND | ND | ND | ND | ND | ND | |

Note: CH=chrysotile, AM=amosite, CR=crocidolite, AC=actinolite, TR=tremolite, AN=anthophylite
For comments on the samples, see the individual analysis sheets.
ND = None Detected

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**Microanalyst:** Vira Ruiz

**QC Analyst:** Yelena Khanina

# ANALYTICAL ENVIRONMENTAL SERVICES, INC.

## Bulk Sample Summary Report

NVLAP

Lab Code 102082-0

23-May-13

| | | | |
|---|---|---|---|
| Client Name: | **National Environmental Solutions, Inc.** | AES Job Number: | **1305G86** |
| Project Name: | **Delowe Apartments** | Project Number: | **2367** |

| Client ID | AES ID | Location | Asbestos Mineral Percentage | | | | | | Comments |
|---|---|---|---|---|---|---|---|---|---|
| | | | CH | AM | CR | AN | TR | AC | |
| RS-01-08<br>Layer: 1 | 1305G86-005A | 2367 Roof / Roof Shingles | ND | ND | ND | ND | ND | ND | |
| RS-01-09<br>Layer: 1 | 1305G86-006A | 2367 Roof / Roof Shingles | ND | ND | ND | ND | ND | ND | |
| RS-01-10<br>Layer: 1 | 1305G86-007A | 2367 Roof / Roof Shingles | ND | ND | ND | ND | ND | ND | |
| RF-01-08<br>Layer: 1 | 1305G86-008A | 2367 Roof / Roof Felt | ND | ND | ND | ND | ND | ND | |
| RF-01-09<br>Layer: 1 | 1305G86-009A | 2367 Roof / Roof Felt | ND | ND | ND | ND | ND | ND | |
| LC-01-01<br>Layer: 1 | 1305G86-010A | 2367 #10 / Lightweight Concrete | ND | ND | ND | ND | ND | ND | |

Note: CH=chrysotile, AM=amosite, CR=crocidolite, AC=actinolite, TR=tremolite, AN=anthophylite

For comments on the samples, see the individual analysis sheets.

ND = None Detected

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**Microanalyst:** Vira Ruiz

**QC Analyst:** Yelena Khanina

# ANALYTICAL ENVIRONMENTAL SERVICES, INC.

## Bulk Sample Summary Report

NVLAP®

Lab Code 102082-0

23-May-13

| | | | |
|---|---|---|---|
| Client Name: | **National Environmental Solutions, Inc.** | AES Job Number: | **1305G86** |
| Project Name: | **Delowe Apartments** | Project Number: | **2367** |

| Client ID | AES ID | Location | Asbestos Mineral Percentage | | | | | | Comments |
|---|---|---|---|---|---|---|---|---|---|
| | | | CH | AM | CR | AN | TR | AC | |
| LC-01-02<br>Layer: 1 | 1305G86-011A | 2367 #12 / Lightweight Concrete | ND | ND | ND | ND | ND | ND | |
| WC-01-04<br>Layer: 1 | 1305G86-012A | 2367 Windows / Window Caulk | ND | ND | ND | ND | ND | ND | |
| WC-01-05<br>Layer: 1 | 1305G86-013A | 2367 Windows / Window Caulk | ND | ND | ND | ND | ND | ND | |
| FT-01-08<br>Layer: 1 | 1305G86-014A | 2367 #2 / Floor Tile | ND | ND | ND | ND | ND | ND | Floor Tile |
| FT-01-09<br>Layer: 1 | 1305G86-015A | 2367 #8 Kit / Floor Tile | ND | ND | ND | ND | ND | ND | Floor Tile |
| FT-01-10<br>Layer: 1 | 1305G86-016A | 2367 #10 Kit - w/ Leveling Compound / Floor Tile | ND | ND | ND | ND | ND | ND | Leveling Compound with glue |

Note: CH=chrysotile, AM=amosite, CR=crocidolite, AC=actinolite, TR=tremolite, AN=anthophylite

For comments on the samples, see the individual analysis sheets.

ND = None Detected

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**Microanalyst:** Vira Ruiz

**QC Analyst:** Yelena Khanina

# ANALYTICAL ENVIRONMENTAL SERVICES, INC.

## Bulk Sample Summary Report

NVLAP

Lab Code 102082-0

23-May-13

| | | | |
|---|---|---|---|
| Client Name: | **National Environmental Solutions, Inc.** | AES Job Number: | **1305G86** |
| Project Name: | **Delowe Apartments** | Project Number: | **2367** |

| Client ID | AES ID | Location | Asbestos Mineral Percentage | | | | | | Comments |
|---|---|---|---|---|---|---|---|---|---|
| | | | CH | AM | CR | AN | TR | AC | |
| FT-01-10 Layer: 2 | 1305G86-016A | 2367 #10 Kit - w/ Leveling Compound / Floor Tile | ND | ND | ND | ND | ND | ND | Vinyl |
| FT-01-10 Layer: 3 | 1305G86-016A | 2367 #10 Kit - w/ Leveling Compound / Floor Tile | ND | ND | ND | ND | ND | ND | Backing |
| FT-01-10 Layer: 4 | 1305G86-016A | 2367 #10 Kit - w/ Leveling Compound / Floor Tile | ND | ND | ND | ND | ND | ND | Glue |
| FT-01-11 Layer: 1 | 1305G86-017A | 2367 #11 Kit / Floor Tile | ND | ND | ND | ND | ND | ND | Floor Tile with glue |
| SF-01-29 Layer: 1 | 1305G86-018A | 2367 #8 Kit / Sheet Flooring | ND | ND | ND | ND | ND | ND | Vinyl |
| SF-01-29 Layer: 2 | 1305G86-018A | 2367 #8 Kit / Sheet Flooring | ND | ND | ND | ND | ND | ND | Backing with glue |

Note: CH=chrysotile, AM=amosite, CR=crocidolite, AC=actinolite, TR=tremolite, AN=anthophylite

For comments on the samples, see the individual analysis sheets.

ND = None Detected

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**Microanalyst:** Vira Ruiz

**QC Analyst:** Yelena Khanina

# ANALYTICAL ENVIRONMENTAL SERVICES, INC.

## Bulk Sample Summary Report

NVLAP

Lab Code 102082-0

23-May-13

| | | | |
|---|---|---|---|
| Client Name: | **National Environmental Solutions, Inc.** | AES Job Number: | **1305G86** |
| Project Name: | **Delowe Apartments** | Project Number: | **2367** |

| Client ID | AES ID | Location | Asbestos Mineral Percentage | | | | | | Comments |
|---|---|---|---|---|---|---|---|---|---|
| | | | CH | AM | CR | AN | TR | AC | |
| SF-01-30<br>Layer: 1 | 1305G86-019A | 2367 #6 / Sheet Flooring | ND | ND | ND | ND | ND | ND | Brown / Dark Gray Vinyl with glue |
| SF-01-30<br>Layer: 1 | 1305G86-019B | 2367 #6 / Sheet Flooring | ND | ND | ND | ND | ND | ND | Beige Vinyl |
| SF-01-30<br>Layer: 2 | 1305G86-019B | 2367 #6 / Sheet Flooring | ND | ND | ND | ND | ND | ND | Backing |
| SF-01-31<br>Layer: 1 | 1305G86-020A | 2367 #6 / Sheet Flooring | ND | ND | ND | ND | ND | ND | Tan / Dark Gray Vinyl with glue |
| SF-01-31<br>Layer: 1 | 1305G86-020B | 2367 #6 / Sheet Flooring | ND | ND | ND | ND | ND | ND | Light Yellow Vinyl with glue |
| SF-01-31<br>Layer: 2 | 1305G86-020B | 2367 #6 / Sheet Flooring | ND | ND | ND | ND | ND | ND | Backing |

Note: CH=chrysotile, AM=amosite, CR=crocidolite, AC=actinolite, TR=tremolite, AN=anthophylite

For comments on the samples, see the individual analysis sheets.

ND = None Detected

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**Microanalyst:** Vira Ruiz

**QC Analyst:** Yelena Khanina

# ANALYTICAL ENVIRONMENTAL SERVICES, INC.

## Bulk Sample Summary Report

NVLAP Lab Code 102082-0

23-May-13

| | | | |
|---|---|---|---|
| Client Name: | **National Environmental Solutions, Inc.** | AES Job Number: | **1305G86** |
| Project Name: | **Delowe Apartments** | Project Number: | **2367** |

| Client ID | AES ID | Location | Asbestos Mineral Percentage | | | | | | Comments |
|---|---|---|---|---|---|---|---|---|---|
| | | | CH | AM | CR | AN | TR | AC | |
| SF-01-31 Layer: 3 | 1305G86-020B | 2367 #6 / Sheet Flooring | ND | ND | ND | ND | ND | ND | Glue |
| SF-01-31 Layer: 4 | 1305G86-020B | 2367 #6 / Sheet Flooring | ND | ND | ND | ND | ND | ND | Leveling Compound |
| SF-01-32 Layer: 1 | 1305G86-021A | 2367 #10 Kit. / Sheet Flooring | ND | ND | ND | ND | ND | ND | Light Gray / Blue Vinyl |
| SF-01-32 Layer: 2 | 1305G86-021A | 2367 #10 Kit. / Sheet Flooring | ND | ND | ND | ND | ND | ND | Backing with glue |
| SF-01-32 Layer: 1 | 1305G86-021B | 2367 #10 Kit. / Sheet Flooring | ND | ND | ND | ND | ND | ND | Light Yellow Vinyl |
| SF-01-32 Layer: 2 | 1305G86-021B | 2367 #10 Kit. / Sheet Flooring | ND | ND | ND | ND | ND | ND | Backing |

Note: CH=chrysotile, AM=amosite, CR=crocidolite, AC=actinolite, TR=tremolite, AN=anthophylite

For comments on the samples, see the individual analysis sheets.

ND = None Detected

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**Microanalyst:** Vira Ruiz

**QC Analyst:** Yelena Khanina

# ANALYTICAL ENVIRONMENTAL SERVICES, INC.

## Bulk Sample Summary Report

NVLAP Lab Code 102082-0

23-May-13

| | | | |
|---|---|---|---|
| Client Name: | **National Environmental Solutions, Inc.** | AES Job Number: | **1305G86** |
| Project Name: | **Delowe Apartments** | Project Number: | **2367** |

| Client ID | AES ID | Location | Asbestos Mineral Percentage | | | | | | Comments |
|---|---|---|---|---|---|---|---|---|---|
| | | | CH | AM | CR | AN | TR | AC | |
| SF-01-33 Layer: 1 | 1305G86-022A | 2367 #10 Bath / Sheet Flooring | ND | ND | ND | ND | ND | ND | Vinyl |
| SF-01-33 Layer: 2 | 1305G86-022A | 2367 #10 Bath / Sheet Flooring | ND | ND | ND | ND | ND | ND | Backing |
| SF-01-34 Layer: 1 | 1305G86-023A | 2367 #10 Bath / Sheet Flooring | ND | ND | ND | ND | ND | ND | Vinyl |
| SF-01-34 Layer: 2 | 1305G86-023A | 2367 #10 Bath / Sheet Flooring | ND | ND | ND | ND | ND | ND | Backing |
| SF-01-35 Layer: 1 | 1305G86-024A | 2367 #9 Bath / Sheet Flooring | ND | ND | ND | ND | ND | ND | Floor Tile with glue. Latex included as resilient |
| SF-01-36 Layer: 1 | 1305G86-025A | 2367 #9 Bath / Sheet Flooring | ND | ND | ND | ND | ND | ND | Light Tan Vinyl |

Note: CH=chrysotile, AM=amosite, CR=crocidolite, AC=actinolite, TR=tremolite, AN=anthophylite

For comments on the samples, see the individual analysis sheets.

ND = None Detected

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PLM is not consistently reliable in detecting small concentrations of asbestos in floor tiles and similar nonfriable materials, quantitative TEM is currently the only method that can be used to determine conclusive asbestos content.

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**Microanalyst:** Vira Ruiz

**QC Analyst:** Yelena Khanina

# ANALYTICAL ENVIRONMENTAL SERVICES, INC.

## Bulk Sample Summary Report

NVLAP Lab Code 102082-0

23-May-13

| | | | |
|---|---|---|---|
| Client Name: | **National Environmental Solutions, Inc.** | AES Job Number: | **1305G86** |
| Project Name: | **Delowe Apartments** | Project Number: | **2367** |

| Client ID | AES ID | Location | Asbestos Mineral Percentage | | | | | | Comments |
|---|---|---|---|---|---|---|---|---|---|
| | | | CH | AM | CR | AN | TR | AC | |
| SF-01-36 Layer: 2 | 1305G86-025A | 2367 #9 Bath / Sheet Flooring | ND | ND | ND | ND | ND | ND | Backing with glue |
| SF-01-36 Layer: 1 | 1305G86-025B | 2367 #9 Bath / Sheet Flooring | ND | ND | ND | ND | ND | ND | Light Beige Vinyl |
| SF-01-36 Layer: 2 | 1305G86-025B | 2367 #9 Bath / Sheet Flooring | ND | ND | ND | ND | ND | ND | Backing |
| SF-01-38 Layer: 1 | 1305G86-027A | 2367 #12 Bath / Sheet Flooring | ND | ND | ND | ND | ND | ND | Vinyl with glue |
| SF-01-38 Layer: 2 | 1305G86-027A | 2367 #12 Bath / Sheet Flooring | ND | ND | ND | ND | ND | ND | Backing with glue |
| SF-01-38 Layer: 3 | 1305G86-027A | 2367 #12 Bath / Sheet Flooring | ND | ND | ND | ND | ND | ND | Leveling Compound |

Note: CH=chrysotile, AM=amosite, CR=crocidolite, AC=actinolite, TR=tremolite, AN=anthophylite

For comments on the samples, see the individual analysis sheets.

ND = None Detected

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**Microanalyst:** Vira Ruiz

**QC Analyst:** Yelena Khanina

# ANALYTICAL ENVIRONMENTAL SERVICES, INC.

## Bulk Sample Summary Report

NVLAP Lab Code 102082-0

23-May-13

| | | | |
|---|---|---|---|
| Client Name: | **National Environmental Solutions, Inc.** | AES Job Number: | **1305G86** |
| Project Name: | **Delowe Apartments** | Project Number: | **2367** |

| Client ID | AES ID | Location | Asbestos Mineral Percentage | | | | | | Comments |
|---|---|---|---|---|---|---|---|---|---|
| | | | CH | AM | CR | AN | TR | AC | |
| SF-01-39 Layer: 1 | 1305G86-028A | 2367 #12 Bath / Sheet Flooring | ND | ND | ND | ND | ND | ND | Vinyl |
| SF-01-39 Layer: 2 | 1305G86-028A | 2367 #12 Bath / Sheet Flooring | ND | ND | ND | ND | ND | ND | Backing with glue |
| SF-01-39 Layer: 3 | 1305G86-028A | 2367 #12 Bath / Sheet Flooring | ND | ND | ND | ND | ND | ND | Leveling Compound |
| SF-01-40 Layer: 1 | 1305G86-029A | 2367 #12 Bath / Sheet Flooring | ND | ND | ND | ND | ND | ND | Vinyl |
| SF-01-40 Layer: 2 | 1305G86-029A | 2367 #12 Bath / Sheet Flooring | ND | ND | ND | ND | ND | ND | Backing with glue |
| SF-01-40 Layer: 3 | 1305G86-029A | 2367 #12 Bath / Sheet Flooring | ND | ND | ND | ND | ND | ND | Leveling Compound |

Note: CH=chrysotile, AM=amosite, CR=crocidolite, AC=actinolite, TR=tremolite, AN=anthophylite

For comments on the samples, see the individual analysis sheets.

ND = None Detected

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**Microanalyst:** Vira Ruiz

**QC Analyst:** Yelena Khanina

1 of 3 1305687

# CHAIN OF CUSTODY BULK ASBESTOS ANALYSIS

| | | | |
|---|---|---|---|
| Your Company Name: | National Environmental Solutions, Inc. | Bill to: | Beverly B Campbell<br>National Environmental Solutions, Inc. |
| Street: | 273 Quail Run | | 273 Quail Run |
| City/State: | Sautee-Ga 30571 | | Sautee-Ga 30571 |
| Verbal Results to: | Doug or Beverly Campbell | Fax Results to: | Beverly B Campbell |
| Telephone #: | 678.524.0203 | Fax #: | 706.892.1226 |
| Mobil #: | 404.493.5418 | E-mail Results: | nationalenvironmental@msn.com |

Relinquished: Date/Time 5/17/13

Received: Date/Time 5/17/13 9:10am client

Page 1 of 14

TURNAROUND TIME

○ 3 Hours ○ 6 Hours ○ 12 Hours ○ 1 Day ○ 2 Days ○ 5 Days ○ 6-10 Days

PLM Bulk
- ○ EPA 600/R-93/116
- ○ EPA Point Count
- ○ Other

Project Name/Number: DeloweApartments 2373

Special Instructions:

Site address: 13-1803

| H.A. | Samples (A, B, C) | H.A. Description | Location | Quantity | Friable Y/N | Condition Gd., Fr., Pr. |
|---|---|---|---|---|---|---|
| WS | 01-011 | Wall Systems | 2373 #1 | | | |
| " | -12 | " | #2 | | | |
| " | -13 | " | #4 | | | |
| " | -14 | " | #3 | | | |
| RS | 01-05 | Roof Shingles | Roof | | | |
| " | -06 | " | " | | | |
| " | -07 | " | " | | | |
| RF | -05 | Roof felt | " | | | |
| " | -06 | " | " | | | |
| CF | 01-04 | Concrete Flooring | #4 | | | |

2 of 3

1305G87

# CHAIN OF CUSTODY BULK ASBESTOS ANALYSIS

| | | | |
|---|---|---|---|
| Your Company Name: | National Environmental Solutions, Inc. | Bill to: Beverly B Campbell<br>National Environmental Solutions, Inc. | Relinquished: Date/Time 5/17/13 |
| Street: | 273 Quail Run | 273 Quail Run | |
| City/State: | Sautee-Ga 30571 | Sautee-Ga 30571 | Received: Cathy P 5/17/13 9:10am Client |
| Verbal Results to: | Doug or Beverly Campbell | Fax Results to: Beverly B Campbell | Date/Time |
| Telephone #: | 678.524.0203 | Fax #: 706.892.1226 | |
| Mobil #: | 404.493.5418 | E-mail Results: nationalenvironmental@msn.com | |

Page 2 of 14

TURNAROUND TIME

O 3 Hours O 6 Hours O 12 Hours O 1 Day O 2 Days O 5 Days O 6-10 Days

PLM Bulk
- O EPA 600/R-93/116
- O EPA Point Count
- O Other

Project Name/Number: DeloweApartments 2373

Special Instructions:

Site address: 13-1803

| H.A. | Samples (A, B, C) | H.A. Description | Location | Quantity | Friable Y/N | Condition Gd., Fr., Pr. |
|---|---|---|---|---|---|---|
| WC | 01-03 | Window Caulk | 2373 Windows | | | |
| FT | 0-05 | Floor Tile | #1 Kit. | | | |
| ↓ | -06 | ↓ | #4 | | | |
| ↓ | -07 | ↓ | #3 Kit. | | | |
| SF | 01-17 | Sheet Flooring | #1 Kit | | | |
| ↓ | -18 | ↓ | #1 Kit. | | | |
| ↓ | -19 | ↓ | #2 | | | |
| ↓ | -20 | ↓ | #2 | | | |
| ↓ | -21 | ↓ | #2 | | | |
| ↓ | -22 | ↓ | #4 | | | |

3 of 3

1305G87

# CHAIN OF CUSTODY BULK ASBESTOS ANALYSIS

| | | | |
|---|---|---|---|
| Your Company Name: | National Environmental Solutions, Inc. | Bill to: | Beverly B Campbell<br>National Environmental Solutions, Inc. |
| Street: | 273 Quail Run | | 273 Quail Run |
| City/State: | Sautee-Ga 30571 | | Sautee-Ga 30571 |
| Verbal Results to: | Doug or Beverly Campbell | Fax Results to: | Beverly B Campbell |
| Telephone #: | 678.524.0203 | Fax #: | 706.892.1226 |
| Mobil #: | 404.493.5418 | E-mail Results: | nationalenvironmental@msn.com |

Relinquished: Date/Time 5/17/13

Received: Date/Time 5/17/13 9:10 am client



TURNAROUND TIME

O 3 Hours O 6 Hours O 12 Hours O 1 Day O 2 Days O 5 Days O 6-10 Days

PLM Bulk
- O EPA 600/R-93/116
- O EPA Point Count
- O Other

Project Name/Number: DeloweApartments 2373

Special Instructions:

Site address: 13-1803

| H.A. | Samples (A, B, C) | H.A. Description | Location | Quantity | Friable Y/N | Condition Gd., Fr., Pr. |
|---|---|---|---|---|---|---|
| SF | 01-23 | Sheet Flooring | 2373 #4 | | | |
| | -24 | | #4 | | | |
| | -25 | | #4 | | | |
| | -26 | | #3 Kit. | | | |
| | -27 | | Kit. | x2 | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |

## Analytical Environmental Services, Inc

**Date:** 23-May-13

**Client:** National Environmental Solutions, Inc.
**Project:** Delowe Apartments
**Lab ID:** 1305G87

# Case Narrative

Samples SF-01-17 and SF-01-27 had two types of flooring each. The client will be charged for 2 extra samples.

# ANALYTICAL ENVIRONMENTAL SERVICES, INC.

## Bulk Sample Summary Report

NVLAP Lab Code 102082-0

23-May-13

| | | | |
|---|---|---|---|
| Client Name: | **National Environmental Solutions, Inc.** | AES Job Number: | **1305G87** |
| Project Name: | **Delowe Apartments** | Project Number: | **2373** |

| Client ID | AES ID | Location | Asbestos Mineral Percentage | | | | | | Comments |
|---|---|---|---|---|---|---|---|---|---|
| | | | CH | AM | CR | AN | TR | AC | |
| WS-01-11 Layer: 1 | 1305G87-001A | 2373 # 1 / Wall Systems | 2 | ND | ND | ND | ND | ND | Paint included as binder |
| WS-01-11 Layer: 2 | 1305G87-001A | 2373 # 1 / Wall Systems | ND | ND | ND | ND | ND | ND | |
| WS-01-11 Layer: 3 | 1305G87-001A | 2373 # 1 / Wall Systems | ND | ND | ND | ND | ND | ND | |
| WS-01-12 Layer: 1 | 1305G87-002A | 2373 # 2 / Wall Systems | 2 | ND | ND | ND | ND | ND | Paint included as binder |
| WS-01-12 Layer: 2 | 1305G87-002A | 2373 # 2 / Wall Systems | ND | ND | ND | ND | ND | ND | |
| WS-01-12 Layer: 3 | 1305G87-002A | 2373 # 2 / Wall Systems | ND | ND | ND | ND | ND | ND | |

Note: CH=chrysotile, AM=amosite, CR=crocidolite, AC=actinolite, TR=tremolite, AN=anthophylite

For comments on the samples, see the individual analysis sheets.

ND = None Detected

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These test results apply only to those samples actually tested, as submitted by the client. All percentages are reported by visually estimated volume. PLM is not consistently reliable in detecting small concentrations of asbestos in floor tiles and similar nonfriable materials, quantitative TEM is currently the only method that can be used to determine conclusive asbestos content.

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**Microanalyst:** Vira Ruiz

**QC Analyst:** Yelena Khanina

# ANALYTICAL ENVIRONMENTAL SERVICES, INC.

## Bulk Sample Summary Report

NVLAP Lab Code 102082-0

23-May-13

| | | | |
|---|---|---|---|
| Client Name: | **National Environmental Solutions, Inc.** | AES Job Number: | **1305G87** |
| Project Name: | **Delowe Apartments** | Project Number: | **2373** |

| Client ID | AES ID | Location | Asbestos Mineral Percentage | | | | | | Comments |
|---|---|---|---|---|---|---|---|---|---|
| | | | CH | AM | CR | AN | TR | AC | |
| WS-01-13 Layer: 1 | 1305G87-003A | 2373 # 4 / Wall Systems | 2 | ND | ND | ND | ND | ND | Paint included as binder |
| WS-01-13 Layer: 2 | 1305G87-003A | 2373 # 4 / Wall Systems | ND | ND | ND | ND | ND | ND | |
| WS-01-13 Layer: 3 | 1305G87-003A | 2373 # 4 / Wall Systems | ND | ND | ND | ND | ND | ND | |
| WS-01-14 Layer: 1 | 1305G87-004A | 2373 # 3 / Wall Systems | 2 | ND | ND | ND | ND | ND | Paint included as binder |
| WS-01-14 Layer: 2 | 1305G87-004A | 2373 # 3 / Wall Systems | ND | ND | ND | ND | ND | ND | |
| WS-01-14 Layer: 3 | 1305G87-004A | 2373 # 3 / Wall Systems | ND | ND | ND | ND | ND | ND | |

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# ANALYTICAL ENVIRONMENTAL SERVICES, INC.

## Bulk Sample Summary Report

NVLAP Lab Code 102082-0

23-May-13

| | | | |
|---|---|---|---|
| Client Name: | **National Environmental Solutions, Inc.** | AES Job Number: | **1305G87** |
| Project Name: | **Delowe Apartments** | Project Number: | **2373** |

| Client ID | AES ID | Location | Asbestos Mineral Percentage | | | | | | Comments |
|---|---|---|---|---|---|---|---|---|---|
| | | | CH | AM | CR | AN | TR | AC | |
| RS-01-05<br>Layer: 1 | 1305G87-005A | 2373 Roof / Roof Shingles | ND | ND | ND | ND | ND | ND | |
| RS-01-06<br>Layer: 1 | 1305G87-006A | 2373 Roof / Roof Shingles | ND | ND | ND | ND | ND | ND | |
| RS-01-07<br>Layer: 1 | 1305G87-007A | 2373 Roof / Roof Shingles | ND | ND | ND | ND | ND | ND | |
| RF-01-05<br>Layer: 1 | 1305G87-008A | 2373 Roof / Roof Felt | ND | ND | ND | ND | ND | ND | |
| RF-01-06<br>Layer: 1 | 1305G87-009A | 2373 Roof / Roof Felt | ND | ND | ND | ND | ND | ND | |
| CF-01-04<br>Layer: 1 | 1305G87-010A | 2373 # 4 / Concrete Flooring | ND | ND | ND | ND | ND | ND | |

Note: CH=chrysotile, AM=amosite, CR=crocidolite, AC=actinolite, TR=tremolite, AN=anthophylite

For comments on the samples, see the individual analysis sheets.

ND = None Detected

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**QC Analyst:** Yelena Khanina

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## Bulk Sample Summary Report

NVLAP Lab Code 102082-0

23-May-13

| | | | |
|---|---|---|---|
| Client Name: | **National Environmental Solutions, Inc.** | AES Job Number: | **1305G87** |
| Project Name: | **Delowe Apartments** | Project Number: | **2373** |

| Client ID | AES ID | Location | Asbestos Mineral Percentage | | | | | | Comments |
|---|---|---|---|---|---|---|---|---|---|
| | | | CH | AM | CR | AN | TR | AC | |
| WC-01-03<br>Layer: 1 | 1305G87-011A | 2373 Windows / Window Caulk | ND | ND | ND | ND | ND | ND | |
| FT-01-05<br>Layer: 1 | 1305G87-012A | 2373 # 1 Kit. / Floor Tile | ND | ND | ND | ND | ND | ND | Floor Tile |
| FT-01-05<br>Layer: 2 | 1305G87-012A | 2373 # 1 Kit. / Floor Tile | ND | ND | ND | ND | ND | ND | Glue |
| FT-01-05<br>Layer: 3 | 1305G87-012A | 2373 # 1 Kit. / Floor Tile | ND | ND | ND | ND | ND | ND | Wood |
| FT-01-06<br>Layer: 1 | 1305G87-013A | 2373 # 4 / Floor Tile | ND | ND | ND | ND | ND | ND | Floor Tile |
| FT-01-06<br>Layer: 2 | 1305G87-013A | 2373 # 4 / Floor Tile | ND | ND | ND | ND | ND | ND | Glue |

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ND = None Detected

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# ANALYTICAL ENVIRONMENTAL SERVICES, INC.

## Bulk Sample Summary Report

NVLAP®
Lab Code 102082-0

23-May-13

| | | | |
|---|---|---|---|
| Client Name: | **National Environmental Solutions, Inc.** | AES Job Number: | **1305G87** |
| Project Name: | **Delowe Apartments** | Project Number: | **2373** |

| Client ID | AES ID | Location | Asbestos Mineral Percentage | | | | | | Comments |
|---|---|---|---|---|---|---|---|---|---|
| | | | CH | AM | CR | AN | TR | AC | |
| FT-0-07 Layer: 1 | 1305G87-014A | 2373 # 3 Kit. / Floor Tile | ND | ND | ND | ND | ND | ND | Linoleum backing |
| FT-0-07 Layer: 2 | 1305G87-014A | 2373 # 3 Kit. / Floor Tile | ND | ND | ND | ND | ND | ND | Glue |
| FT-0-07 Layer: 3 | 1305G87-014A | 2373 # 3 Kit. / Floor Tile | ND | ND | ND | ND | ND | ND | Floor Tile |
| SF-01-17 Layer: 1 | 1305G87-015A | 2373 # 1 Kit. / Sheet Flooring | ND | ND | ND | ND | ND | ND | Beige Vinyl |
| SF-01-17 Layer: 2 | 1305G87-015A | 2373 # 1 Kit. / Sheet Flooring | ND | ND | ND | ND | ND | ND | Backing |
| SF-01-17 Layer: 1 | 1305G87-015B | 2373 # 1 Kit. / Sheet Flooring | ND | ND | ND | ND | ND | ND | Tan Vinyl |

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# ANALYTICAL ENVIRONMENTAL SERVICES, INC.

## Bulk Sample Summary Report

NVLAP Lab Code 102082-0

23-May-13

| | | | |
|---|---|---|---|
| Client Name: | **National Environmental Solutions, Inc.** | AES Job Number: | **1305G87** |
| Project Name: | **Delowe Apartments** | Project Number: | **2373** |

| Client ID | AES ID | Location | Asbestos Mineral Percentage | | | | | | Comments |
|---|---|---|---|---|---|---|---|---|---|
| | | | CH | AM | CR | AN | TR | AC | |
| SF-01-17 Layer: 2 | 1305G87-015B | 2373 # 1 Kit. / Sheet Flooring | ND | ND | ND | ND | ND | ND | Backing with glue |
| SF-01-18 Layer: 1 | 1305G87-016A | 2373 # 1 Kit. / Sheet Flooring | ND | ND | ND | ND | ND | ND | Vinyl |
| SF-01-18 Layer: 2 | 1305G87-016A | 2373 # 1 Kit. / Sheet Flooring | ND | ND | ND | ND | ND | ND | Backing with glue |
| SF-01-19 Layer: 1 | 1305G87-017A | 2373 # 2 / Sheet Flooring | ND | ND | ND | ND | ND | ND | Vinyl |
| SF-01-19 Layer: 2 | 1305G87-017A | 2373 # 2 / Sheet Flooring | ND | ND | ND | ND | ND | ND | Backing |
| SF-01-20 Layer: 1 | 1305G87-018A | 2373 # 2 / Sheet Flooring | ND | ND | ND | ND | ND | ND | Vinyl |

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For comments on the samples, see the individual analysis sheets.

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**QC Analyst:** Yelena Khanina

# ANALYTICAL ENVIRONMENTAL SERVICES, INC.

## Bulk Sample Summary Report

NVLAP Lab Code 102082-0

23-May-13

| | | | |
|---|---|---|---|
| Client Name: | **National Environmental Solutions, Inc.** | AES Job Number: | **1305G87** |
| Project Name: | **Delowe Apartments** | Project Number: | **2373** |

| Client ID | AES ID | Location | Asbestos Mineral Percentage | | | | | | Comments |
|---|---|---|---|---|---|---|---|---|---|
| | | | CH | AM | CR | AN | TR | AC | |
| SF-01-20 Layer: 2 | 1305G87-018A | 2373 # 2 / Sheet Flooring | ND | ND | ND | ND | ND | ND | Backing |
| SF-01-21 Layer: 1 | 1305G87-019A | 2373 # 2 / Sheet Flooring | ND | ND | ND | ND | ND | ND | Vinyl |
| SF-01-21 Layer: 2 | 1305G87-019A | 2373 # 2 / Sheet Flooring | ND | ND | ND | ND | ND | ND | Backing |
| SF-01-22 Layer: 1 | 1305G87-020A | 2373 # 4 / Sheet Flooring | ND | ND | ND | ND | ND | ND | Vinyl |
| SF-01-22 Layer: 2 | 1305G87-020A | 2373 # 4 / Sheet Flooring | ND | ND | ND | ND | ND | ND | Backing |
| SF-01-22 Layer: 3 | 1305G87-020A | 2373 # 4 / Sheet Flooring | ND | ND | ND | ND | ND | ND | Glue |

Note: CH=chrysotile, AM=amosite, CR=crocidolite, AC=actinolite, TR=tremolite, AN=anthophylite

For comments on the samples, see the individual analysis sheets.

ND = None Detected

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**Microanalyst:** Vira Ruiz

**QC Analyst:** Yelena Khanina

# ANALYTICAL ENVIRONMENTAL SERVICES, INC.

## Bulk Sample Summary Report

NVLAP®
Lab Code 102082-0

23-May-13

| | | | |
|---|---|---|---|
| Client Name: | **National Environmental Solutions, Inc.** | AES Job Number: | **1305G87** |
| Project Name: | **Delowe Apartments** | Project Number: | **2373** |

| Client ID | AES ID | Location | Asbestos Mineral Percentage | | | | | | Comments |
|---|---|---|---|---|---|---|---|---|---|
| | | | CH | AM | CR | AN | TR | AC | |
| SF-01-23 Layer: 1 | 1305G87-021A | 2373 # 4 / Sheet Flooring | ND | ND | ND | ND | ND | ND | Backing with glue |
| SF-01-23 Layer: 2 | 1305G87-021A | 2373 # 4 / Sheet Flooring | ND | ND | ND | ND | ND | ND | Vinyl |
| SF-01-23 Layer: 3 | 1305G87-021A | 2373 # 4 / Sheet Flooring | ND | ND | ND | ND | ND | ND | Backing |
| SF-01-23 Layer: 4 | 1305G87-021A | 2373 # 4 / Sheet Flooring | ND | ND | ND | ND | ND | ND | Glue |
| SF-01-24 Layer: 1 | 1305G87-022A | 2373 # 4 / Sheet Flooring | ND | ND | ND | ND | ND | ND | Vinyl |
| SF-01-24 Layer: 2 | 1305G87-022A | 2373 # 4 / Sheet Flooring | ND | ND | ND | ND | ND | ND | Backing |

Note: CH=chrysotile, AM=amosite, CR=crocidolite, AC=actinolite, TR=tremolite, AN=anthophylite

For comments on the samples, see the individual analysis sheets.

ND = None Detected

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**Microanalyst:** Vira Ruiz

**QC Analyst:** Yelena Khanina

# ANALYTICAL ENVIRONMENTAL SERVICES, INC.

## Bulk Sample Summary Report

NVLAP Lab Code 102082-0

23-May-13

| | | | |
|---|---|---|---|
| Client Name: | **National Environmental Solutions, Inc.** | AES Job Number: | **1305G87** |
| Project Name: | **Delowe Apartments** | Project Number: | **2373** |

| Client ID | AES ID | Location | Asbestos Mineral Percentage | | | | | | Comments |
|---|---|---|---|---|---|---|---|---|---|
| | | | CH | AM | CR | AN | TR | AC | |
| SF-01-24 Layer: 3 | 1305G87-022A | 2373 # 4 / Sheet Flooring | ND | ND | ND | ND | ND | ND | Glue |
| SF-01-25 Layer: 1 | 1305G87-023A | 2373 # 4 / Sheet Flooring | ND | ND | ND | ND | ND | ND | Vinyl |
| SF-01-25 Layer: 2 | 1305G87-023A | 2373 # 4 / Sheet Flooring | ND | ND | ND | ND | ND | ND | Backing |
| SF-01-25 Layer: 3 | 1305G87-023A | 2373 # 4 / Sheet Flooring | ND | ND | ND | ND | ND | ND | Glue |
| SF-01-26 Layer: 1 | 1305G87-024A | 2373 # 3 Kit. / Sheet Flooring | ND | ND | ND | ND | ND | ND | Vinyl |
| SF-01-26 Layer: 2 | 1305G87-024A | 2373 # 3 Kit. / Sheet Flooring | ND | ND | ND | ND | ND | ND | Backing |

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For comments on the samples, see the individual analysis sheets.

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**QC Analyst:** Yelena Khanina

# ANALYTICAL ENVIRONMENTAL SERVICES, INC.

## Bulk Sample Summary Report

NVLAP Lab Code 102082-0

23-May-13

| | | | |
|---|---|---|---|
| Client Name: | **National Environmental Solutions, Inc.** | AES Job Number: | **1305G87** |
| Project Name: | **Delowe Apartments** | Project Number: | **2373** |

| Client ID | AES ID | Location | Asbestos Mineral Percentage | | | | | | Comments |
|---|---|---|---|---|---|---|---|---|---|
| | | | CH | AM | CR | AN | TR | AC | |
| SF-01-26 Layer: 3 | 1305G87-024A | 2373 # 3 Kit. / Sheet Flooring | ND | ND | ND | ND | ND | ND | Glue |
| SF-01-27 Layer: 1 | 1305G87-025A | 2373 Kit. X2 / Sheet Flooring | ND | ND | ND | ND | ND | ND | Dark Tan Vinyl |
| SF-01-27 Layer: 2 | 1305G87-025A | 2373 Kit. X2 / Sheet Flooring | ND | ND | ND | ND | ND | ND | Backing with glue |
| SF-01-27 Layer: 1 | 1305G87-025B | 2373 Kit. X2 / Sheet Flooring | ND | ND | ND | ND | ND | ND | Light Tan Vinyl |
| SF-01-27 Layer: 2 | 1305G87-025B | 2373 Kit. X2 / Sheet Flooring | ND | ND | ND | ND | ND | ND | Backing with glue |

Note: CH=chrysotile, AM=amosite, CR=crocidolite, AC=actinolite, TR=tremolite, AN=anthophylite

For comments on the samples, see the individual analysis sheets.

ND = None Detected

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**Microanalyst:** Vira Ruiz

**QC Analyst:** Yelena Khanina

1305G88

# CHAIN OF CUSTODY BULK ASBESTOS ANALYSIS

| | | | |
|---|---|---|---|
| Your Company Name: | National Environmental Solutions, Inc. | Bill to: | Beverly B Campbell<br>National Environmental Solutions, Inc. |
| Street: | 273 Quail Run | | 273 Quail Run |
| City/State: | Sautee-Ga 30571 | | Sautee-Ga 30571 |
| Verbal Results to: | Doug or Beverly Campbell | Fax Results to: | Beverly B Campbell |
| Telephone #: | 878.524.0203 | Fax #: | 706.892.1226 |
| Mobil #: | 404.493.5418 | E-mail Results: | nationalenvironmental@msn.com |

Relinquished: Date/Time 5/17/13

Received: Date/Time 5/17/13 9:10am

Page 1 of 21

TURNAROUND TIME

○ 3 Hours ○ 6 Hours ○ 12 Hours ○ 1 Day ○ 2 Days ○ 5 Days ○ 6-10 Days

PLM Bulk
- ○ EPA 600/R-93/116
- ○ EPA Point Count
- ○ Other

Project Name/Number: DeloweApartments 2377

Special Instructions:

Site address: 13-1803

| H.A. | Samples (A, B, C) | H.A. Description | Location | Quantity | Friable Y/N | Condition Gd., Fr., Pr. |
|---|---|---|---|---|---|---|
| WS | 01-01 | Wall systems | 2377 #1 | | | |
| | 02 | | #2 | | | |
| | 03 | | #4 | | | |
| | 04 | | #3 | | | |
| | 05 | | #6 | | | |
| | 06 | | #5 | | | |
| | 07 | | #8 | | | |
| | 08 | | #7 | | | |
| | 09 | | #9 | | | |
| | 10 | | #11 | | | |

205

1305688

# CHAIN OF CUSTODY BULK ASBESTOS ANALYSIS

| | | | |
|---|---|---|---|
| Your Company Name: | National Environmental Solutions, Inc. | Bill to: Beverly B Campbell<br>National Environmental Solutions, Inc. | Relinquished: Date/Time |
| Street: | 273 Quail Run | 273 Quail Run | |
| City/State: | Sautee-Ga 30571 | Sautee-Ga 30571 | Received: Date/Time Latoya P 5/17/13 9:10am |
| Verbal Results to: | Doug or Beverly Campbell | Fax Results to: Beverly B Campbell | |
| Telephone #: | 678.524.0203 | Fax #: 706.892.1226 | |
| Mobil #: | 404.493.5418 | E-mail Results: nationalenvironmental@msn.com | |

TURNAROUND TIME

○ 3 Hours ○ 6 Hours ○ 12 Hours ○ 1 Day ○ 2 Days ○ 5 Days ○ 6-10 Days

PLM Bulk
- ○ EPA 600/R-93/116
- ○ EPA Point Count
- ○ Other

Project Name/Number: DeloweApartments 2377

Special Instructions:

Site address: 13-1803

| H.A. | Samples (A, B, C) | H.A. Description | Location | Quantity | Friable Y/N | Condition Gd., Fr., Pr. |
|---|---|---|---|---|---|---|
| RS | 01-01 | Roof Shingles | [redacted] 2377 Roof | | | |
| ↓ | -02 | ↓ | ↓ ↓ | | | |
| ↓ | -03 | ↓ | ↓ ↓ | | | |
| ↓ | -04 | ↓ | ↓ ↓ | | | |
| RF | 01-01 | Roof felt | ↓ ↓ | | | |
| ↓ | 02 | ↓ | ↓ ↓ | | | |
| ↓ | 03 | ↓ | ↓ ↓ | | | |
| ↓ | 04 | ↓ | ↓ ↓ | | | |
| CF | 01-01 | Concrete Flooring | ↓ #3 | | | |
| ↓ | -02 | ↓ | ↓ #8 | | | |

3 of 5

1305688

# CHAIN OF CUSTODY BULK ASBESTOS ANALYSIS

Your Company Name: National Environmental Solutions, Inc.
Street: 273 Quail Run
City/State: Sautee-Ga 30571

Verbal Results to: Doug or Beverly Campbell
Telephone #: 678.524.0203
Mobil #: 404.493.5418

Bill to: Beverly B Campbell
National Environmental Solutions, Inc.
273 Quail Run
Sautee-Ga 30571

Fax Results to: Beverly B Campbell
Fax #: 706.892.1226
E-mail Results: nationalenvironmental@msn.com

Relinquished: [signature]
Date/Time 5/17/13

Received: [signature] 5/17/13 9:00 am Clear
Date/Time

TURNAROUND TIME

○ 3 Hours ○ 6 Hours ○ 12 Hours ○ 1 Day ○ 2 Days ○ 5 Days ○ 6-10 Days

PLM Bulk
○ EPA 600/R-93/116
○ EPA Point Count
○ Other

Project Name/Number: DeloweApartments 2377

Special Instructions:

Site address: 13-1803

| H.A. | Samples (A, B, C) | H.A. Description | Location | Quantity | Friable Y/N | Condition Gd., Fr., Pr. |
|---|---|---|---|---|---|---|
| CF | 01-03 | Concrete Flooring | 2377 | | | |
| WC | 01-01 | Window Caulk | window | | | |
| | -02 | ↓ | ↓ | | | |
| FT | 01-01 | Floor tile | #1 | | | |
| ↓ | -02 | ↓ | #2 | | | |
| ↓ | -04 | ↓ | #5 | | | |
| SF | 01-01 | Sheet Flooring | #1 - Kit | | | |
| | -02 | | #1 Kit. | | | |
| | -03 | | #1 Bath | | | |
| | -04 | | #2 Kit. | | | |

4 of 5

1305G88

# CHAIN OF CUSTODY BULK ASBESTOS ANALYSIS

Your Company Name: National Environmental Solutions, Inc.
Street: 273 Quail Run
City/State: Sautee-Ga 30571

Verbal Results to: Doug or Beverly Campbell
Telephone #: 678.524.0203
Mobil #: 404.493.5418

Bill to: Beverly B Campbell
National Environmental Solutions, Inc.
273 Quail Run
Sautee-Ga 30571

Fax Results to: Beverly B Campbell
Fax #: 706.892.1226
E-mail Results: nationalenvironmental@msn.com

Relinquished: 5/17/13
Date/Time

Received: [illegible] 5/17/13 9:10am client
Date/Time

TURNAROUND TIME

○ 3 Hours ○ 6 Hours ○ 12 Hours ○ 1 Day ○ 2 Days ○ 5 Days ○ 6-10 Days

PLM Bulk
○ EPA 600/R-93/116
○ EPA Point Count
○ Other

Project Name/Number: DeloweApartments 2377

Special Instructions:

Site address: 13-1803

| H.A. | Samples (A, B, C) | H.A. Description | Location | Quantity | Friable Y/N | Condition Gd., Fr., Pr. |
|---|---|---|---|---|---|---|
| SF | 01-05 | Sheet Flooring | 2377 #2 Kit | | | |
| | -06 | | #4 Bath | | | |
| | -07 | | #4 Kit | | | |
| | -08 | | #4 Kit | | | |
| | -09 | | #3 Kit. | | | |
| | -10 | | #3 Bath | | | |
| | -11 | | #6 Kit. | | | |
| | -12 | | #6 M. Bath | | | |
| | -13 | | #5 | | | |
| | -14 | * | | | | |

5 of 5

1305688

# CHAIN OF CUSTODY BULK ASBESTOS ANALYSIS

Your Company Name: National Environmental Solutions, Inc.
Street: 273 Quail Run
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Bill to: Beverly B Campbell
National Environmental Solutions, Inc.
273 Quail Run
Sautee-Ga 30571

Fax Results to: Beverly B Campbell
Fax #: 706.892.1226
E-mail Results: nationalenvironmental@msn.com

Relinquished: [signature]
Date/Time 5-17-13

Received: Calloyo P 5/17/13 9:10am [illegible]
Date/Time

TURNAROUND TIME

O 3 Hours O 6 Hours O 12 Hours O 1 Day O 2 Days O 5 Days O 6-10 Days

PLM Bulk
O EPA 600/R-93/116
O EPA Point Count
O Other

Site address: 13-1803

Project Name/Number: DeloweApartments 2377

Special Instructions:

| H.A. | Samples (A, B, C) | H.A. Description | Location | | Quantity | Friable Y/N | Condition Gd., Fr., Pr. |
|---|---|---|---|---|---|---|---|
| SF | 01-15 | Sheet Flooring | 2377 | #5 | | | |
| ↓ | -16 | ↓ | ↓ | #9 | | | |
| BM | 01-01 | Brick Mortar | ↓ | EXTERIOR | | | |
| ↓ | -02 | ↓ | ↓ | ↓ | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |

## Analytical Environmental Services, Inc

**Date:** 23-May-13

**Client:** National Environmental Solutions, Inc.
**Project:** Delowe Apartments
**Lab ID:** 1305G88

# Case Narrative

Sample "SF-01-14" was listed on the Chain of Custody but was not received.

Samples SF-01-09 and SF-01-16 had two types of flooring each. The client will be charged for 2 extra samples.

# ANALYTICAL ENVIRONMENTAL SERVICES, INC.

## Bulk Sample Summary Report

NVLAP Lab Code 102082-0

23-May-13

| | | | |
|---|---|---|---|
| Client Name: | **National Environmental Solutions, Inc.** | AES Job Number: | **1305G88** |
| Project Name: | **Delowe Apartments** | Project Number: | **2377** |

| Client ID | AES ID | Location | Asbestos Mineral Percentage | | | | | | Comments |
|---|---|---|---|---|---|---|---|---|---|
| | | | CH | AM | CR | AN | TR | AC | |
| WS-01-01 Layer: 1 | 1305G88-001A | 2377 # 1 / Wall Systems | ND | ND | ND | ND | ND | ND | Paint included as binder |
| WS-01-01 Layer: 2 | 1305G88-001A | 2377 # 1 / Wall Systems | ND | ND | ND | ND | ND | ND | |
| WS-01-01 Layer: 3 | 1305G88-001A | 2377 # 1 / Wall Systems | ND | ND | ND | ND | ND | ND | |
| WS-01-02 Layer: 1 | 1305G88-002A | 2377 # 2 / Wall Systems | 2 | ND | ND | ND | ND | ND | Paint included as binder |
| WS-01-02 Layer: 2 | 1305G88-002A | 2377 # 2 / Wall Systems | ND | ND | ND | ND | ND | ND | |
| WS-01-02 Layer: 3 | 1305G88-002A | 2377 # 2 / Wall Systems | ND | ND | ND | ND | ND | ND | |

Note: CH=chrysotile, AM=amosite, CR=crocidolite, AC=actinolite, TR=tremolite, AN=anthophylite

For comments on the samples, see the individual analysis sheets.

ND = None Detected

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**Microanalyst:** Elena Ivanova

**QC Analyst:** Yelena Khanina

# ANALYTICAL ENVIRONMENTAL SERVICES, INC.

## Bulk Sample Summary Report

NVLAP Lab Code 102082-0

23-May-13

| | | | |
|---|---|---|---|
| Client Name: | **National Environmental Solutions, Inc.** | AES Job Number: | **1305G88** |
| Project Name: | **Delowe Apartments** | Project Number: | **2377** |

| Client ID | AES ID | Location | Asbestos Mineral Percentage | | | | | | Comments |
|---|---|---|---|---|---|---|---|---|---|
| | | | CH | AM | CR | AN | TR | AC | |
| WS-01-03 Layer: 1 | 1305G88-003A | 2377 # 4 / Wall Systems | 2 | ND | ND | ND | ND | ND | Paint included as binder |
| WS-01-03 Layer: 2 | 1305G88-003A | 2377 # 4 / Wall Systems | ND | ND | ND | ND | ND | ND | |
| WS-01-03 Layer: 3 | 1305G88-003A | 2377 # 4 / Wall Systems | ND | ND | ND | ND | ND | ND | |
| WS-01-04 Layer: 1 | 1305G88-004A | 2377 # 3 / Wall Systems | ND | ND | ND | ND | ND | ND | Paint included as binder |
| WS-01-04 Layer: 2 | 1305G88-004A | 2377 # 3 / Wall Systems | ND | ND | ND | ND | ND | ND | |
| WS-01-04 Layer: 3 | 1305G88-004A | 2377 # 3 / Wall Systems | ND | ND | ND | ND | ND | ND | |

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## Bulk Sample Summary Report

NVLAP Lab Code 102082-0

23-May-13

| | | | |
|---|---|---|---|
| Client Name: | **National Environmental Solutions, Inc.** | AES Job Number: | **1305G88** |
| Project Name: | **Delowe Apartments** | Project Number: | **2377** |

| Client ID | AES ID | Location | Asbestos Mineral Percentage | | | | | | Comments |
|---|---|---|---|---|---|---|---|---|---|
| | | | CH | AM | CR | AN | TR | AC | |
| WS-01-05 Layer: 1 | 1305G88-005A | 2377 # 6 / Wall Systems | 2 | ND | ND | ND | ND | ND | Paint included as binder |
| WS-01-05 Layer: 2 | 1305G88-005A | 2377 # 6 / Wall Systems | ND | ND | ND | ND | ND | ND | |
| WS-01-05 Layer: 3 | 1305G88-005A | 2377 # 6 / Wall Systems | ND | ND | ND | ND | ND | ND | |
| WS-01-06 Layer: 1 | 1305G88-006A | 2377 # 5 / Wall Systems | ND | ND | ND | ND | ND | ND | Paint included as binder |
| WS-01-06 Layer: 2 | 1305G88-006A | 2377 # 5 / Wall Systems | ND | ND | ND | ND | ND | ND | |
| WS-01-06 Layer: 3 | 1305G88-006A | 2377 # 5 / Wall Systems | ND | ND | ND | ND | ND | ND | |

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## Bulk Sample Summary Report

NVLAP Lab Code 102082-0

23-May-13

| | | | |
|---|---|---|---|
| Client Name: | **National Environmental Solutions, Inc.** | AES Job Number: | **1305G88** |
| Project Name: | **Delowe Apartments** | Project Number: | **2377** |

| Client ID | AES ID | Location | Asbestos Mineral Percentage | | | | | | Comments |
|---|---|---|---|---|---|---|---|---|---|
| | | | CH | AM | CR | AN | TR | AC | |
| WS-01-07 Layer: 1 | 1305G88-007A | 2377 # 8 / Wall Systems | ND | ND | ND | ND | ND | ND | Paint included as binder |
| WS-01-07 Layer: 2 | 1305G88-007A | 2377 # 8 / Wall Systems | ND | ND | ND | ND | ND | ND | |
| WS-01-07 Layer: 3 | 1305G88-007A | 2377 # 8 / Wall Systems | ND | ND | ND | ND | ND | ND | |
| WS-01-08 Layer: 1 | 1305G88-008A | 2377 # 7 / Wall Systems | ND | ND | ND | ND | ND | ND | Paint included as binder |
| WS-01-08 Layer: 2 | 1305G88-008A | 2377 # 7 / Wall Systems | 2 | ND | ND | ND | ND | ND | Paint included as binder |
| WS-01-08 Layer: 3 | 1305G88-008A | 2377 # 7 / Wall Systems | ND | ND | ND | ND | ND | ND | |

Note: CH=chrysotile, AM=amosite, CR=crocidolite, AC=actinolite, TR=tremolite, AN=anthophylite

For comments on the samples, see the individual analysis sheets.

ND = None Detected

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**Microanalyst:** Elena Ivanova

**QC Analyst:** Yelena Khanina

# ANALYTICAL ENVIRONMENTAL SERVICES, INC.

## Bulk Sample Summary Report

NVLAP Lab Code 102082-0

23-May-13

| | | | |
|---|---|---|---|
| Client Name: | **National Environmental Solutions, Inc.** | AES Job Number: | **1305G88** |
| Project Name: | **Delowe Apartments** | Project Number: | **2377** |

| Client ID | AES ID | Location | Asbestos Mineral Percentage | | | | | | Comments |
|---|---|---|---|---|---|---|---|---|---|
| | | | CH | AM | CR | AN | TR | AC | |
| WS-01-08 Layer: 4 | 1305G88-008A | 2377 # 7 / Wall Systems | ND | ND | ND | ND | ND | ND | |
| WS-01-09 Layer: 1 | 1305G88-009A | 2377 # 9 / Wall Systems | ND | ND | ND | ND | ND | ND | |
| WS-01-09 Layer: 2 | 1305G88-009A | 2377 # 9 / Wall Systems | ND | ND | ND | ND | ND | ND | |
| WS-01-09 Layer: 3 | 1305G88-009A | 2377 # 9 / Wall Systems | ND | ND | ND | ND | ND | ND | |
| WS-01-10 Layer: 1 | 1305G88-010A | 2377 # 11 / Wall Systems | 2 | ND | ND | ND | ND | ND | Paint included as binder |
| WS-01-10 Layer: 2 | 1305G88-010A | 2377 # 11 / Wall Systems | ND | ND | ND | ND | ND | ND | |

Note: CH=chrysotile, AM=amosite, CR=crocidolite, AC=actinolite, TR=tremolite, AN=anthophylite

For comments on the samples, see the individual analysis sheets.

ND = None Detected

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# ANALYTICAL ENVIRONMENTAL SERVICES, INC.

## Bulk Sample Summary Report

NVLAP

Lab Code 102082-0

23-May-13

| | | | |
|---|---|---|---|
| Client Name: | **National Environmental Solutions, Inc.** | AES Job Number: | **1305G88** |
| Project Name: | **Delowe Apartments** | Project Number: | **2377** |

| Client ID | AES ID | Location | Asbestos Mineral Percentage | | | | | | Comments |
|---|---|---|---|---|---|---|---|---|---|
| | | | CH | AM | CR | AN | TR | AC | |
| WS-01-10<br>Layer: 3 | 1305G88-010A | 2377 # 11 / Wall Systems | ND | ND | ND | ND | ND | ND | |
| RS-01-01<br>Layer: 1 | 1305G88-011A | 2377 Roof / Roof Shingles | ND | ND | ND | ND | ND | ND | |
| RS-01-02<br>Layer: 1 | 1305G88-012A | 2377 Roof / Roof Shingles | ND | ND | ND | ND | ND | ND | |
| RS-01-03<br>Layer: 1 | 1305G88-013A | 2377 Roof / Roof Shingles | ND | ND | ND | ND | ND | ND | |
| RS-01-04<br>Layer: 1 | 1305G88-014A | 2377 Roof / Roof Shingles | ND | ND | ND | ND | ND | ND | |
| RF-01-01<br>Layer: 1 | 1305G88-015A | 2377 Roof / Roof Felt | ND | ND | ND | ND | ND | ND | |

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ND = None Detected

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## Bulk Sample Summary Report

NVLAP Lab Code 102082-0

23-May-13

| | | | |
|---|---|---|---|
| Client Name: | **National Environmental Solutions, Inc.** | AES Job Number: | **1305G88** |
| Project Name: | **Delowe Apartments** | Project Number: | **2377** |

| Client ID | AES ID | Location | Asbestos Mineral Percentage | | | | | | Comments |
|---|---|---|---|---|---|---|---|---|---|
| | | | CH | AM | CR | AN | TR | AC | |
| RF-01-02<br>Layer: 1 | 1305G88-016A | 2377 Roof / Roof Felt | ND | ND | ND | ND | ND | ND | |
| RF-01-03<br>Layer: 1 | 1305G88-017A | 2377 Roof / Roof Felt | ND | ND | ND | ND | ND | ND | |
| RF-01-04<br>Layer: 1 | 1305G88-018A | 2377 Roof / Roof Felt | ND | ND | ND | ND | ND | ND | |
| CF-01-01<br>Layer: 1 | 1305G88-019A | 2377 # 3 / Concrete Flooring | ND | ND | ND | ND | ND | ND | |
| CF-01-02<br>Layer: 1 | 1305G88-020A | 2377 # 8 / Concrete Flooring | ND | ND | ND | ND | ND | ND | |
| CF-01-03<br>Layer: 1 | 1305G88-021A | 2377 / Concrete Flooring | ND | ND | ND | ND | ND | ND | |

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ND = None Detected

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**QC Analyst:** Yelena Khanina

# ANALYTICAL ENVIRONMENTAL SERVICES, INC.

## Bulk Sample Summary Report

NVLAP Lab Code 102082-0

23-May-13

| | | | |
|---|---|---|---|
| Client Name: | **National Environmental Solutions, Inc.** | AES Job Number: | **1305G88** |
| Project Name: | **Delowe Apartments** | Project Number: | **2377** |

| Client ID | AES ID | Location | Asbestos Mineral Percentage | | | | | | Comments |
|---|---|---|---|---|---|---|---|---|---|
| | | | CH | AM | CR | AN | TR | AC | |
| WC-01-01<br>Layer: 1 | 1305G88-022A | 2377 Window / Window Caulk | ND | ND | ND | ND | ND | ND | |
| WC-01-02<br>Layer: 1 | 1305G88-023A | 2377 Window / Window Caulk | ND | ND | ND | ND | ND | ND | |
| FT-01-01<br>Layer: 1 | 1305G88-024A | 2377 # 1 / Floor Tile | ND | ND | ND | ND | ND | ND | Floor Tile |
| FT-01-02<br>Layer: 1 | 1305G88-025A | 2377 # 2 / Floor Tile | ND | ND | ND | ND | ND | ND | Floor Tile |
| FT-01-04<br>Layer: 1 | 1305G88-026A | 2377 # 5 / Floor Tile | ND | ND | ND | ND | ND | ND | Floor Tile |
| SF-01-01<br>Layer: 1 | 1305G88-027A | 2377 # 1 Kit. / Sheet Flooring | ND | ND | ND | ND | ND | ND | Vinyl |

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ND = None Detected

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**QC Analyst:** Yelena Khanina

# ANALYTICAL ENVIRONMENTAL SERVICES, INC.

## Bulk Sample Summary Report

NVLAP Lab Code 102082-0

23-May-13

| | | | |
|---|---|---|---|
| Client Name: | **National Environmental Solutions, Inc.** | AES Job Number: | **1305G88** |
| Project Name: | **Delowe Apartments** | Project Number: | **2377** |

| Client ID | AES ID | Location | Asbestos Mineral Percentage | | | | | | Comments |
|---|---|---|---|---|---|---|---|---|---|
| | | | CH | AM | CR | AN | TR | AC | |
| SF-01-01 Layer: 2 | 1305G88-027A | 2377 # 1 Kit. / Sheet Flooring | ND | ND | ND | ND | ND | ND | Backing |
| SF-01-01 Layer: 3 | 1305G88-027A | 2377 # 1 Kit. / Sheet Flooring | ND | ND | ND | ND | ND | ND | Glue |
| SF-01-02 Layer: 1 | 1305G88-028A | 2377 # 1 Kit. / Sheet Flooring | ND | ND | ND | ND | ND | ND | Vinyl |
| SF-01-02 Layer: 2 | 1305G88-028A | 2377 # 1 Kit. / Sheet Flooring | ND | ND | ND | ND | ND | ND | Backing |
| SF-01-02 Layer: 3 | 1305G88-028A | 2377 # 1 Kit. / Sheet Flooring | ND | ND | ND | ND | ND | ND | Glue |
| SF-01-03 Layer: 1 | 1305G88-029A | 2377 # 1 Bath / Sheet Flooring | ND | ND | ND | ND | ND | ND | Vinyl |

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# ANALYTICAL ENVIRONMENTAL SERVICES, INC.

## Bulk Sample Summary Report

NVLAP Lab Code 102082-0

23-May-13

| | | | |
|---|---|---|---|
| Client Name: | **National Environmental Solutions, Inc.** | AES Job Number: | **1305G88** |
| Project Name: | **Delowe Apartments** | Project Number: | **2377** |

| Client ID | AES ID | Location | Asbestos Mineral Percentage | | | | | | Comments |
|---|---|---|---|---|---|---|---|---|---|
| | | | CH | AM | CR | AN | TR | AC | |
| SF-01-03 Layer: 2 | 1305G88-029A | 2377 # 1 Bath / Sheet Flooring | ND | ND | ND | ND | ND | ND | Backing |
| SF-01-03 Layer: 3 | 1305G88-029A | 2377 # 1 Bath / Sheet Flooring | ND | ND | ND | ND | ND | ND | Glue |
| SF-01-04 Layer: 1 | 1305G88-030A | 2377 # 2 Kit. / Sheet Flooring | ND | ND | ND | ND | ND | ND | Vinyl |
| SF-01-04 Layer: 2 | 1305G88-030A | 2377 # 2 Kit. / Sheet Flooring | ND | ND | ND | ND | ND | ND | Backing with glue |
| SF-01-05 Layer: 1 | 1305G88-031A | 2377 # 2 Kit. / Sheet Flooring | ND | ND | ND | ND | ND | ND | Vinyl |
| SF-01-05 Layer: 2 | 1305G88-031A | 2377 # 2 Kit. / Sheet Flooring | ND | ND | ND | ND | ND | ND | Backing with glue |

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## Bulk Sample Summary Report

NVLAP Lab Code 102082-0

23-May-13

| | | | |
|---|---|---|---|
| Client Name: | **National Environmental Solutions, Inc.** | AES Job Number: | **1305G88** |
| Project Name: | **Delowe Apartments** | Project Number: | **2377** |

| Client ID | AES ID | Location | Asbestos Mineral Percentage | | | | | | Comments |
|---|---|---|---|---|---|---|---|---|---|
| | | | CH | AM | CR | AN | TR | AC | |
| SF-01-06 Layer: 1 | 1305G88-032A | 2377 # 4 Bath / Sheet Flooring | ND | ND | ND | ND | ND | ND | Vinyl |
| SF-01-06 Layer: 2 | 1305G88-032A | 2377 # 4 Bath / Sheet Flooring | ND | ND | ND | ND | ND | ND | Backing with glue |
| SF-01-07 Layer: 1 | 1305G88-033A | 2377 # 4 Kit. / Sheet Flooring | ND | ND | ND | ND | ND | ND | Vinyl |
| SF-01-07 Layer: 2 | 1305G88-033A | 2377 # 4 Kit. / Sheet Flooring | ND | ND | ND | ND | ND | ND | Backing with glue |
| SF-01-08 Layer: 1 | 1305G88-034A | 2377 # 4 Kit. / Sheet Flooring | ND | ND | ND | ND | ND | ND | Vinyl |
| SF-01-08 Layer: 2 | 1305G88-034A | 2377 # 4 Kit. / Sheet Flooring | ND | ND | ND | ND | ND | ND | Backing |

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## Bulk Sample Summary Report

NVLAP Lab Code 102082-0

23-May-13

| | | | |
|---|---|---|---|
| Client Name: | **National Environmental Solutions, Inc.** | AES Job Number: | **1305G88** |
| Project Name: | **Delowe Apartments** | Project Number: | **2377** |

| Client ID | AES ID | Location | Asbestos Mineral Percentage | | | | | | Comments |
|---|---|---|---|---|---|---|---|---|---|
| | | | CH | AM | CR | AN | TR | AC | |
| SF-01-08<br>Layer: 3 | 1305G88-034A | 2377 # 4 Kit. / Sheet Flooring | ND | ND | ND | ND | ND | ND | Glue |
| SF-01-09<br>Layer: 1 | 1305G88-035A | 2377 # 3 Kit. / Sheet Flooring | ND | ND | ND | ND | ND | ND | Gray Vinyl |
| SF-01-09<br>Layer: 2 | 1305G88-035A | 2377 # 3 Kit. / Sheet Flooring | ND | ND | ND | ND | ND | ND | Backing with glue |
| SF-01-09<br>Layer: 1 | 1305G88-035B | 2377 # 3 Kit. / Sheet Flooring | ND | ND | ND | ND | ND | ND | Beige Vinyl |
| SF-01-09<br>Layer: 2 | 1305G88-035B | 2377 # 3 Kit. / Sheet Flooring | ND | ND | ND | ND | ND | ND | Backing with glue |
| SF-01-10<br>Layer: 1 | 1305G88-036A | 2377 # 3 Bath / Sheet Flooring | ND | ND | ND | ND | ND | ND | Vinyl |

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NVLAP Lab Code 102082-0

23-May-13

| | | | |
|---|---|---|---|
| Client Name: | **National Environmental Solutions, Inc.** | AES Job Number: | **1305G88** |
| Project Name: | **Delowe Apartments** | Project Number: | **2377** |

| Client ID | AES ID | Location | Asbestos Mineral Percentage | | | | | | Comments |
|---|---|---|---|---|---|---|---|---|---|
| | | | CH | AM | CR | AN | TR | AC | |
| SF-01-10 Layer: 2 | 1305G88-036A | 2377 # 3 Bath / Sheet Flooring | ND | ND | ND | ND | ND | ND | Backing |
| SF-01-10 Layer: 3 | 1305G88-036A | 2377 # 3 Bath / Sheet Flooring | ND | ND | ND | ND | ND | ND | Glue |
| SF-01-11 Layer: 1 | 1305G88-037A | 2377 # 6 Kit. / Sheet Flooring | ND | ND | ND | ND | ND | ND | Vinyl |
| SF-01-11 Layer: 2 | 1305G88-037A | 2377 # 6 Kit. / Sheet Flooring | ND | ND | ND | ND | ND | ND | Backing |
| SF-01-11 Layer: 3 | 1305G88-037A | 2377 # 6 Kit. / Sheet Flooring | ND | ND | ND | ND | ND | ND | Glue |
| SF-01-12 Layer: 1 | 1305G88-038A | 2377 # 6 M. Bath / Sheet Flooring | ND | ND | ND | ND | ND | ND | Vinyl |

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## Bulk Sample Summary Report

NVLAP Lab Code 102082-0

23-May-13

| | | | |
|---|---|---|---|
| Client Name: | **National Environmental Solutions, Inc.** | AES Job Number: | **1305G88** |
| Project Name: | **Delowe Apartments** | Project Number: | **2377** |

| Client ID | AES ID | Location | Asbestos Mineral Percentage | | | | | | Comments |
|---|---|---|---|---|---|---|---|---|---|
| | | | CH | AM | CR | AN | TR | AC | |
| SF-01-12 Layer: 2 | 1305G88-038A | 2377 # 6 M. Bath / Sheet Flooring | ND | ND | ND | ND | ND | ND | Backing with glue |
| SF-01-13 Layer: 1 | 1305G88-039A | 2377 # 5 / Sheet Flooring | ND | ND | ND | ND | ND | ND | Vinyl |
| SF-01-13 Layer: 2 | 1305G88-039A | 2377 # 5 / Sheet Flooring | ND | ND | ND | ND | ND | ND | Backing with glue |
| SF-01-15 Layer: 1 | 1305G88-041A | 2377 # 5 / Sheet Flooring | ND | ND | ND | ND | ND | ND | Vinyl |
| SF-01-15 Layer: 2 | 1305G88-041A | 2377 # 5 / Sheet Flooring | ND | ND | ND | ND | ND | ND | Backing |
| SF-01-15 Layer: 3 | 1305G88-041A | 2377 # 5 / Sheet Flooring | ND | ND | ND | ND | ND | ND | Glue |

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## Bulk Sample Summary Report

NVLAP Lab Code 102082-0

23-May-13

| | | | |
|---|---|---|---|
| Client Name: | **National Environmental Solutions, Inc.** | AES Job Number: | **1305G88** |
| Project Name: | **Delowe Apartments** | Project Number: | **2377** |

| Client ID | AES ID | Location | Asbestos Mineral Percentage | | | | | | Comments |
|---|---|---|---|---|---|---|---|---|---|
| | | | CH | AM | CR | AN | TR | AC | |
| SF-01-16 Layer: 1 | 1305G88-042A | 2377 # 9 / Sheet Flooring | ND | ND | ND | ND | ND | ND | Gray Vinyl |
| SF-01-16 Layer: 2 | 1305G88-042A | 2377 # 9 / Sheet Flooring | ND | ND | ND | ND | ND | ND | Backing with glue |
| SF-01-16 Layer: 1 | 1305G88-042B | 2377 # 9 / Sheet Flooring | ND | ND | ND | ND | ND | ND | Beige Vinyl |
| SF-01-16 Layer: 2 | 1305G88-042B | 2377 # 9 / Sheet Flooring | ND | ND | ND | ND | ND | ND | Backing with glue |
| BM-01-01 Layer: 1 | 1305G88-043A | 2377 Exterior / Brick Mortar | ND | ND | ND | ND | ND | ND | |
| BM-01-02 Layer: 1 | 1305G88-044A | 2377 Exterior / Brick Mortar | ND | ND | ND | ND | ND | ND | |

Note: CH=chrysotile, AM=amosite, CR=crocidolite, AC=actinolite, TR=tremolite, AN=anthophylite

For comments on the samples, see the individual analysis sheets.

ND = None Detected

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These test results apply only to those samples actually tested, as submitted by the client. All percentages are reported by visually estimated volume.

PLM is not consistently reliable in detecting small concentrations of asbestos in floor tiles and similar nonfriable materials, quantitative TEM is currently the only method that can be used to determine conclusive asbestos content.

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**Microanalyst:** Elena Ivanova

**QC Analyst:** Yelena Khanina

1305688

# CHAIN OF CUSTODY BULK ASBESTOS ANALYSIS

| | | | |
|---|---|---|---|
| Your Company Name: | National Environmental Solutions, Inc. | Bill to: | Beverly B Campbell<br>National Environmental Solutions, Inc. |
| Street: | 273 Quail Run | | 273 Quail Run |
| City/State: | Sautee-Ga 30571 | | Sautee-Ga 30571 |
| Verbal Results to: | Doug or Beverly Campbell | Fax Results to: | Beverly B Campbell |
| Telephone #: | 678.524.0203 | Fax #: | 706.892.1226 |
| Mobil #: | 404.493.5418 | E-mail Results: | nationalenvironmental@msn.com |

Relinquished: Date/Time 5/17/13

Received: Date/Time 5/17/13 9:10am

Page 1 of 21

TURNAROUND TIME

O 3 Hours O 6 Hours O 12 Hours O 1 Day O 2 Days O 5 Days O 6-10 Days

PLM Bulk
- O EPA 600/R-93/116
- O EPA Point Count
- O Other

Project Name/Number: DeloweApartments 2377

Special Instructions:

Site address: 13-1803

| H.A. | Samples (A, B, C) | H.A. Description | Location | Quantity | Friable Y/N | Condition Gd., Fr., Pr. |
|---|---|---|---|---|---|---|
| WS | 01-01 | Wall systems | 2377 #1 | | | |
| | 02 | | #2 | | | |
| | 03 | | #4 | | | |
| | 04 | | #3 | | | |
| | 05 | | #6 | | | |
| | 06 | | #5 | | | |
| | 07 | | #8 | | | |
| | 08 | | #7 | | | |
| | 09 | | #9 | | | |
| | 10 | | #11 | | | |

295

1305688

# CHAIN OF CUSTODY BULK ASBESTOS ANALYSIS

| | | | |
|---|---|---|---|
| Your Company Name: | National Environmental Solutions, Inc. | Bill to: Beverly B Campbell | |
| Street: | 273 Quail Run | National Environmental Solutions, Inc. | |
| City/State: | Sautee-Ga 30571 | 273 Quail Run | |
| | | Sautee-Ga 30571 | |
| Verbal Results to: | Doug or Beverly Campbell | Fax Results to: Beverly B Campbell | |
| Telephone #: | 678.524.0203 | Fax #: 706.892.1226 | |
| Mobil #: | 404.493.5418 | E-mail Results: nationalenvironmental@msn.com | |

Relinquished : Date/Time
Received: Date/Time 5/17/13 9:10am

Page 2 of 21

TURNAROUND TIME

○ 3 Hours ○ 6 Hours ○ 12 Hours ○ 1 Day ○ 2 Days ○ 5 Days ○ 6-10 Days

PLM Bulk
- ○ EPA 600/R-93/116
- ○ EPA Point Count
- ○ Other

Project Name/Number: DeloweApartments 2377

Special Instructions:

Site address: 13-1803

| H.A. | Samples (A, B, C) | H.A. Description | Location | Quantity | Friable Y/N | Condition Gd., Fr., Pr. |
|---|---|---|---|---|---|---|
| RS | 01-01 | Roof Shingles | [redacted] 2377 Roof | | | |
| ↓ | -02 | ↓ | ↓ ↓ | | | |
| ↓ | -03 | ↓ | ↓ ↓ | | | |
| ↓ | -04 | ↓ | ↓ ↓ | | | |
| RF | 01-01 | Roof felt | ↓ ↓ | | | |
| ↓ | 02 | ↓ | ↓ ↓ | | | |
| ↓ | 03 | ↓ | ↓ ↓ | | | |
| ↓ | 04 | ↓ | ↓ ↓ | | | |
| CF | 01-01 | Concrete Flooring | ↓ #3 | | | |
| ↓ | -02 | ↓ | ↓ #8 | | | |

3 of 5

1305688

# CHAIN OF CUSTODY BULK ASBESTOS ANALYSIS

| | | | |
|---|---|---|---|
| Your Company Name: | National Environmental Solutions, Inc. | Bill to: | Beverly B Campbell<br>National Environmental Solutions, Inc. |
| Street: | 273 Quail Run | | 273 Quail Run |
| City/State: | Sautee-Ga 30571 | | Sautee-Ga 30571 |
| Verbal Results to: | Doug or Beverly Campbell | Fax Results to: | Beverly B Campbell |
| Telephone #: | 678.524.0203 | Fax #: | 706.892.1226 |
| Mobil #: | 404.493.5418 | E-mail Results: | nationalenvironmental@msn.com |

Relinquished : Date/Time _____

Received: Date/Time 5/17/13 9:

Page 3 of 21

TURNAROUND TIME

○ 3 Hours ○ 6 Hours ○ 12 Hours ○ 1 Day ○ 2 Days ○ 5 Days ○ 6-10 Days

PLM Bulk
- ○ EPA 600/R-93/116
- ○ EPA Point Count
- ○ Other _____

Project Name/Number: DeloweApartments 2377

Special Instructions: _____

Site address: 13-1803

| H.A. | Samples (A, B, C) | H.A. Description | Location | Quantity | Friable Y/N | Condition Gd., Fr., Pr. |
|---|---|---|---|---|---|---|
| CF | 01-03 | Concrete Flooring | 2374 | | | |
| WC | 01-01 | Window Caulk | window | | | |
| | -02 | 〃 | 〃 | | | |
| FT | 01-01 | Floor tile | #1 | | | |
| 〃 | -02 | 〃 | #2 | | | |
| 〃 | -04 | 〃 | #5 | | | |
| SF | 01-01 | Sheet Flooring | #1 - Kit | | | |
| | -02 | | #1 K.T. | | | |
| | -03 | | #1 Bath | | | |
| | -04 | | #2 Kit. | | | |

4 of 5

1305G88

## CHAIN OF CUSTODY BULK ASBESTOS ANALYSIS

| | | | |
|---|---|---|---|
| Your Company Name: | National Environmental Solutions, Inc. | Bill to: Beverly B Campbell | |
| Street: | 273 Quail Run | National Environmental Solutions, Inc. | |
| City/State: | Sautee-Ga 30571 | 273 Quail Run | |
| | | Sautee-Ga 30571 | |
| Verbal Results to: | Doug or Beverly Campbell | Fax Results to: Beverly B Campbell | |
| Telephone #: | 678.524.0203 | Fax #: 706.892.1226 | |
| Mobil #: | 404.493.5418 | E-mail Results: nationalenvironmental@msn.com | |

Relinquished: Date/Time 5.17.13

Received: Date/Time 5/17/13 9:10am client

TURNAROUND TIME

O 3 Hours O 6 Hours O 12 Hours O 1 Day O 2 Days O 5 Days O 6-10 Days

PLM Bulk
- O EPA 600/R-93/116
- O EPA Point Count
- O Other

Project Name/Number: DeloweApartments 2377

Special Instructions:

Site address: 13-1803

| H.A. | Samples (A, B, C) | H.A. Description | Location | Quantity | Friable Y/N | Condition Gd., Fr., Pr. |
|---|---|---|---|---|---|---|
| SF | 01-05 | Sheet Flooring | 2377 #2 Kit | | | |
| | -06 | | #4 Bath | | | |
| | -07 | | #4 Kit | | | |
| | -08 | | #4 Kit | | | |
| | -09 | | #3 Kit. | | | |
| | -10 | | #3 Bath | | | |
| | -11 | | #6 Kit. | | | |
| | -12 | | #6 M. Bath | | | |
| | -13 | | #5 | | | |
| | -14 | * | | | | |

5 of 5

1305688

## CHAIN OF CUSTODY BULK ASBESTOS ANALYSIS

Your Company Name: National Environmental Solutions, Inc.
Street: 273 Quail Run
City/State: Sautee-Ga 30571

Verbal Results to: Doug or Beverly Campbell
Telephone #: 678.524.0203
Mobil #: 404.493.5418

Bill to: Beverly B Campbell
National Environmental Solutions, Inc.
273 Quail Run
Sautee-Ga 30571

Fax Results to: Beverly B Campbell
Fax #: 706.892.1226
E-mail Results: nationalenvironmental@msn.com

Relinquished: [signature]
Date/Time 5-17-13

Received: Calloyo P 5/17/13 9:10am [illegible]
Date/Time

TURNAROUND TIME

O 3 Hours O 6 Hours O 12 Hours O 1 Day O 2 Days O 5 Days O 6-10 Days

PLM Bulk
O EPA 600/R-93/116
O EPA Point Count
O Other

Project Name/Number: DeloweApartments 2377

Special Instructions:

Site address: 13-1803

| H.A. | Samples (A, B, C) | H.A. Description | Location | Quantity | Friable Y/N | Condition Gd., Fr., Pr. |
|---|---|---|---|---|---|---|
| SF | 01-15 | Sheet Flooring | 2377 #5 | | | |
| ↓ | -16 | ↓ | ↓ #9 | | | |
| BM | 01-01 | Brick Mortar | ↓ EXTERIOR | | | |
| ↓ | -02 | ↓ | ↓ ↓ | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |

## Analytical Environmental Services, Inc

**Date:** 23-May-13

**Client:** National Environmental Solutions, Inc.
**Project:** Delowe Apartments
**Lab ID:** 1305G88

# Case Narrative

Sample "SF-01-14" was listed on the Chain of Custody but was not received.

Samples SF-01-09 and SF-01-16 had two types of flooring each. The client will be charged for 2 extra samples.

# ANALYTICAL ENVIRONMENTAL SERVICES, INC.

## Bulk Sample Summary Report

NVLAP Lab Code 102082-0

23-May-13

| | | | |
|---|---|---|---|
| Client Name: | **National Environmental Solutions, Inc.** | AES Job Number: | **1305G88** |
| Project Name: | **Delowe Apartments** | Project Number: | **2377** |

| Client ID | AES ID | Location | Asbestos Mineral Percentage | | | | | | Comments |
|---|---|---|---|---|---|---|---|---|---|
| | | | CH | AM | CR | AN | TR | AC | |
| WS-01-01 Layer: 1 | 1305G88-001A | 2377 # 1 / Wall Systems | ND | ND | ND | ND | ND | ND | Paint included as binder |
| WS-01-01 Layer: 2 | 1305G88-001A | 2377 # 1 / Wall Systems | ND | ND | ND | ND | ND | ND | |
| WS-01-01 Layer: 3 | 1305G88-001A | 2377 # 1 / Wall Systems | ND | ND | ND | ND | ND | ND | |
| WS-01-02 Layer: 1 | 1305G88-002A | 2377 # 2 / Wall Systems | 2 | ND | ND | ND | ND | ND | Paint included as binder |
| WS-01-02 Layer: 2 | 1305G88-002A | 2377 # 2 / Wall Systems | ND | ND | ND | ND | ND | ND | |
| WS-01-02 Layer: 3 | 1305G88-002A | 2377 # 2 / Wall Systems | ND | ND | ND | ND | ND | ND | |

Note: CH=chrysotile, AM=amosite, CR=crocidolite, AC=actinolite, TR=tremolite, AN=anthophylite

For comments on the samples, see the individual analysis sheets.

ND = None Detected

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These test results apply only to those samples actually tested, as submitted by the client. All percentages are reported by visually estimated volume. PLM is not consistently reliable in detecting small concentrations of asbestos in floor tiles and similar nonfriable materials, quantitative TEM is currently the only method that can be used to determine conclusive asbestos content.

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**Microanalyst:** Elena Ivanova

**QC Analyst:** Yelena Khanina

# ANALYTICAL ENVIRONMENTAL SERVICES, INC.

## Bulk Sample Summary Report

NVLAP®

Lab Code 102082-0

23-May-13

| | | | |
|---|---|---|---|
| Client Name: | **National Environmental Solutions, Inc.** | AES Job Number: | **1305G88** |
| Project Name: | **Delowe Apartments** | Project Number: | **2377** |

| Client ID | AES ID | Location | Asbestos Mineral Percentage | | | | | | Comments |
|---|---|---|---|---|---|---|---|---|---|
| | | | CH | AM | CR | AN | TR | AC | |
| WS-01-03 Layer: 1 | 1305G88-003A | 2377 # 4 / Wall Systems | 2 | ND | ND | ND | ND | ND | Paint included as binder |
| WS-01-03 Layer: 2 | 1305G88-003A | 2377 # 4 / Wall Systems | ND | ND | ND | ND | ND | ND | |
| WS-01-03 Layer: 3 | 1305G88-003A | 2377 # 4 / Wall Systems | ND | ND | ND | ND | ND | ND | |
| WS-01-04 Layer: 1 | 1305G88-004A | 2377 # 3 / Wall Systems | ND | ND | ND | ND | ND | ND | Paint included as binder |
| WS-01-04 Layer: 2 | 1305G88-004A | 2377 # 3 / Wall Systems | ND | ND | ND | ND | ND | ND | |
| WS-01-04 Layer: 3 | 1305G88-004A | 2377 # 3 / Wall Systems | ND | ND | ND | ND | ND | ND | |

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ND = None Detected

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**QC Analyst:** Yelena Khanina

# ANALYTICAL ENVIRONMENTAL SERVICES, INC.

## Bulk Sample Summary Report

NVLAP Lab Code 102082-0

23-May-13

| | | | |
|---|---|---|---|
| Client Name: | **National Environmental Solutions, Inc.** | AES Job Number: | **1305G88** |
| Project Name: | **Delowe Apartments** | Project Number: | **2377** |

| Client ID | AES ID | Location | Asbestos Mineral Percentage | | | | | | Comments |
|---|---|---|---|---|---|---|---|---|---|
| | | | CH | AM | CR | AN | TR | AC | |
| WS-01-05 Layer: 1 | 1305G88-005A | 2377 # 6 / Wall Systems | 2 | ND | ND | ND | ND | ND | Paint included as binder |
| WS-01-05 Layer: 2 | 1305G88-005A | 2377 # 6 / Wall Systems | ND | ND | ND | ND | ND | ND | |
| WS-01-05 Layer: 3 | 1305G88-005A | 2377 # 6 / Wall Systems | ND | ND | ND | ND | ND | ND | |
| WS-01-06 Layer: 1 | 1305G88-006A | 2377 # 5 / Wall Systems | ND | ND | ND | ND | ND | ND | Paint included as binder |
| WS-01-06 Layer: 2 | 1305G88-006A | 2377 # 5 / Wall Systems | ND | ND | ND | ND | ND | ND | |
| WS-01-06 Layer: 3 | 1305G88-006A | 2377 # 5 / Wall Systems | ND | ND | ND | ND | ND | ND | |

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For comments on the samples, see the individual analysis sheets.

ND = None Detected

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**QC Analyst:** Yelena Khanina

# ANALYTICAL ENVIRONMENTAL SERVICES, INC.

## Bulk Sample Summary Report

NVLAP Lab Code 102082-0

23-May-13

| | | | |
|---|---|---|---|
| Client Name: | **National Environmental Solutions, Inc.** | AES Job Number: | **1305G88** |
| Project Name: | **Delowe Apartments** | Project Number: | **2377** |

| Client ID | AES ID | Location | Asbestos Mineral Percentage | | | | | | Comments |
|---|---|---|---|---|---|---|---|---|---|
| | | | CH | AM | CR | AN | TR | AC | |
| WS-01-07 Layer: 1 | 1305G88-007A | 2377 # 8 / Wall Systems | ND | ND | ND | ND | ND | ND | Paint included as binder |
| WS-01-07 Layer: 2 | 1305G88-007A | 2377 # 8 / Wall Systems | ND | ND | ND | ND | ND | ND | |
| WS-01-07 Layer: 3 | 1305G88-007A | 2377 # 8 / Wall Systems | ND | ND | ND | ND | ND | ND | |
| WS-01-08 Layer: 1 | 1305G88-008A | 2377 # 7 / Wall Systems | ND | ND | ND | ND | ND | ND | Paint included as binder |
| WS-01-08 Layer: 2 | 1305G88-008A | 2377 # 7 / Wall Systems | 2 | ND | ND | ND | ND | ND | Paint included as binder |
| WS-01-08 Layer: 3 | 1305G88-008A | 2377 # 7 / Wall Systems | ND | ND | ND | ND | ND | ND | |

Note: CH=chrysotile, AM=amosite, CR=crocidolite, AC=actinolite, TR=tremolite, AN=anthophylite

For comments on the samples, see the individual analysis sheets.

ND = None Detected

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**QC Analyst:** Yelena Khanina

# ANALYTICAL ENVIRONMENTAL SERVICES, INC.

## Bulk Sample Summary Report

NVLAP Lab Code 102082-0

23-May-13

| | | | |
|---|---|---|---|
| Client Name: | **National Environmental Solutions, Inc.** | AES Job Number: | **1305G88** |
| Project Name: | **Delowe Apartments** | Project Number: | **2377** |

| Client ID | AES ID | Location | Asbestos Mineral Percentage | | | | | | Comments |
|---|---|---|---|---|---|---|---|---|---|
| | | | CH | AM | CR | AN | TR | AC | |
| WS-01-08<br>Layer: 4 | 1305G88-008A | 2377 # 7 / Wall Systems | ND | ND | ND | ND | ND | ND | |
| WS-01-09<br>Layer: 1 | 1305G88-009A | 2377 # 9 / Wall Systems | ND | ND | ND | ND | ND | ND | |
| WS-01-09<br>Layer: 2 | 1305G88-009A | 2377 # 9 / Wall Systems | ND | ND | ND | ND | ND | ND | |
| WS-01-09<br>Layer: 3 | 1305G88-009A | 2377 # 9 / Wall Systems | ND | ND | ND | ND | ND | ND | |
| WS-01-10<br>Layer: 1 | 1305G88-010A | 2377 # 11 / Wall Systems | 2 | ND | ND | ND | ND | ND | Paint included as binder |
| WS-01-10<br>Layer: 2 | 1305G88-010A | 2377 # 11 / Wall Systems | ND | ND | ND | ND | ND | ND | |

Note: CH=chrysotile, AM=amosite, CR=crocidolite, AC=actinolite, TR=tremolite, AN=anthophylite

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ND = None Detected

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**QC Analyst:** Yelena Khanina

# ANALYTICAL ENVIRONMENTAL SERVICES, INC.

## Bulk Sample Summary Report

NVLAP

Lab Code 102082-0

23-May-13

| | | | |
|---|---|---|---|
| Client Name: | **National Environmental Solutions, Inc.** | AES Job Number: | **1305G88** |
| Project Name: | **Delowe Apartments** | Project Number: | **2377** |

| Client ID | AES ID | Location | Asbestos Mineral Percentage | | | | | | Comments |
|---|---|---|---|---|---|---|---|---|---|
| | | | CH | AM | CR | AN | TR | AC | |
| WS-01-10<br>Layer: 3 | 1305G88-010A | 2377 # 11 / Wall Systems | ND | ND | ND | ND | ND | ND | |
| RS-01-01<br>Layer: 1 | 1305G88-011A | 2377 Roof / Roof Shingles | ND | ND | ND | ND | ND | ND | |
| RS-01-02<br>Layer: 1 | 1305G88-012A | 2377 Roof / Roof Shingles | ND | ND | ND | ND | ND | ND | |
| RS-01-03<br>Layer: 1 | 1305G88-013A | 2377 Roof / Roof Shingles | ND | ND | ND | ND | ND | ND | |
| RS-01-04<br>Layer: 1 | 1305G88-014A | 2377 Roof / Roof Shingles | ND | ND | ND | ND | ND | ND | |
| RF-01-01<br>Layer: 1 | 1305G88-015A | 2377 Roof / Roof Felt | ND | ND | ND | ND | ND | ND | |

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ND = None Detected

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**QC Analyst:** Yelena Khanina

# ANALYTICAL ENVIRONMENTAL SERVICES, INC.

## Bulk Sample Summary Report

NVLAP Lab Code 102082-0

23-May-13

| | | | |
|---|---|---|---|
| Client Name: | **National Environmental Solutions, Inc.** | AES Job Number: | **1305G88** |
| Project Name: | **Delowe Apartments** | Project Number: | **2377** |

| Client ID | AES ID | Location | Asbestos Mineral Percentage | | | | | | Comments |
|---|---|---|---|---|---|---|---|---|---|
| | | | CH | AM | CR | AN | TR | AC | |
| RF-01-02<br>Layer: 1 | 1305G88-016A | 2377 Roof / Roof Felt | ND | ND | ND | ND | ND | ND | |
| RF-01-03<br>Layer: 1 | 1305G88-017A | 2377 Roof / Roof Felt | ND | ND | ND | ND | ND | ND | |
| RF-01-04<br>Layer: 1 | 1305G88-018A | 2377 Roof / Roof Felt | ND | ND | ND | ND | ND | ND | |
| CF-01-01<br>Layer: 1 | 1305G88-019A | 2377 # 3 / Concrete Flooring | ND | ND | ND | ND | ND | ND | |
| CF-01-02<br>Layer: 1 | 1305G88-020A | 2377 # 8 / Concrete Flooring | ND | ND | ND | ND | ND | ND | |
| CF-01-03<br>Layer: 1 | 1305G88-021A | 2377 / Concrete Flooring | ND | ND | ND | ND | ND | ND | |

Note: CH=chrysotile, AM=amosite, CR=crocidolite, AC=actinolite, TR=tremolite, AN=anthophylite

For comments on the samples, see the individual analysis sheets.

ND = None Detected

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**Microanalyst:** Elena Ivanova

**QC Analyst:** Yelena Khanina

# ANALYTICAL ENVIRONMENTAL SERVICES, INC.

## Bulk Sample Summary Report

NVLAP Lab Code 102082-0

23-May-13

| | | | |
|---|---|---|---|
| Client Name: | **National Environmental Solutions, Inc.** | AES Job Number: | **1305G88** |
| Project Name: | **Delowe Apartments** | Project Number: | **2377** |

| Client ID | AES ID | Location | Asbestos Mineral Percentage | | | | | | Comments |
|---|---|---|---|---|---|---|---|---|---|
| | | | CH | AM | CR | AN | TR | AC | |
| WC-01-01<br>Layer: 1 | 1305G88-022A | 2377 Window / Window Caulk | ND | ND | ND | ND | ND | ND | |
| WC-01-02<br>Layer: 1 | 1305G88-023A | 2377 Window / Window Caulk | ND | ND | ND | ND | ND | ND | |
| FT-01-01<br>Layer: 1 | 1305G88-024A | 2377 # 1 / Floor Tile | ND | ND | ND | ND | ND | ND | Floor Tile |
| FT-01-02<br>Layer: 1 | 1305G88-025A | 2377 # 2 / Floor Tile | ND | ND | ND | ND | ND | ND | Floor Tile |
| FT-01-04<br>Layer: 1 | 1305G88-026A | 2377 # 5 / Floor Tile | ND | ND | ND | ND | ND | ND | Floor Tile |
| SF-01-01<br>Layer: 1 | 1305G88-027A | 2377 # 1 Kit. / Sheet Flooring | ND | ND | ND | ND | ND | ND | Vinyl |

Note: CH=chrysotile, AM=amosite, CR=crocidolite, AC=actinolite, TR=tremolite, AN=anthophylite

For comments on the samples, see the individual analysis sheets.

ND = None Detected

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**Microanalyst:** Elena Ivanova

**QC Analyst:** Yelena Khanina

# ANALYTICAL ENVIRONMENTAL SERVICES, INC.

## Bulk Sample Summary Report

NVLAP Lab Code 102082-0

23-May-13

| | | | |
|---|---|---|---|
| Client Name: | **National Environmental Solutions, Inc.** | AES Job Number: | **1305G88** |
| Project Name: | **Delowe Apartments** | Project Number: | **2377** |

| Client ID | AES ID | Location | Asbestos Mineral Percentage | | | | | | Comments |
|---|---|---|---|---|---|---|---|---|---|
| | | | CH | AM | CR | AN | TR | AC | |
| SF-01-01 Layer: 2 | 1305G88-027A | 2377 # 1 Kit. / Sheet Flooring | ND | ND | ND | ND | ND | ND | Backing |
| SF-01-01 Layer: 3 | 1305G88-027A | 2377 # 1 Kit. / Sheet Flooring | ND | ND | ND | ND | ND | ND | Glue |
| SF-01-02 Layer: 1 | 1305G88-028A | 2377 # 1 Kit. / Sheet Flooring | ND | ND | ND | ND | ND | ND | Vinyl |
| SF-01-02 Layer: 2 | 1305G88-028A | 2377 # 1 Kit. / Sheet Flooring | ND | ND | ND | ND | ND | ND | Backing |
| SF-01-02 Layer: 3 | 1305G88-028A | 2377 # 1 Kit. / Sheet Flooring | ND | ND | ND | ND | ND | ND | Glue |
| SF-01-03 Layer: 1 | 1305G88-029A | 2377 # 1 Bath / Sheet Flooring | ND | ND | ND | ND | ND | ND | Vinyl |

Note: CH=chrysotile, AM=amosite, CR=crocidolite, AC=actinolite, TR=tremolite, AN=anthophylite

For comments on the samples, see the individual analysis sheets.

ND = None Detected

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**Microanalyst:** Elena Ivanova

**QC Analyst:** Yelena Khanina

# ANALYTICAL ENVIRONMENTAL SERVICES, INC.

## Bulk Sample Summary Report

NVLAP

Lab Code 102082-0

23-May-13

| | | | |
|---|---|---|---|
| Client Name: | **National Environmental Solutions, Inc.** | AES Job Number: | **1305G88** |
| Project Name: | **Delowe Apartments** | Project Number: | **2377** |

| Client ID | AES ID | Location | Asbestos Mineral Percentage | | | | | | Comments |
|---|---|---|---|---|---|---|---|---|---|
| | | | CH | AM | CR | AN | TR | AC | |
| SF-01-03 Layer: 2 | 1305G88-029A | 2377 # 1 Bath / Sheet Flooring | ND | ND | ND | ND | ND | ND | Backing |
| SF-01-03 Layer: 3 | 1305G88-029A | 2377 # 1 Bath / Sheet Flooring | ND | ND | ND | ND | ND | ND | Glue |
| SF-01-04 Layer: 1 | 1305G88-030A | 2377 # 2 Kit. / Sheet Flooring | ND | ND | ND | ND | ND | ND | Vinyl |
| SF-01-04 Layer: 2 | 1305G88-030A | 2377 # 2 Kit. / Sheet Flooring | ND | ND | ND | ND | ND | ND | Backing with glue |
| SF-01-05 Layer: 1 | 1305G88-031A | 2377 # 2 Kit. / Sheet Flooring | ND | ND | ND | ND | ND | ND | Vinyl |
| SF-01-05 Layer: 2 | 1305G88-031A | 2377 # 2 Kit. / Sheet Flooring | ND | ND | ND | ND | ND | ND | Backing with glue |

Note: CH=chrysotile, AM=amosite, CR=crocidolite, AC=actinolite, TR=tremolite, AN=anthophylite

For comments on the samples, see the individual analysis sheets.

ND = None Detected

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These test results apply only to those samples actually tested, as submitted by the client. All percentages are reported by visually estimated volume.

PLM is not consistently reliable in detecting small concentrations of asbestos in floor tiles and similar nonfriable materials, quantitative TEM is currently the only method that can be used to determine conclusive asbestos content.

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**Microanalyst:** Elena Ivanova

**QC Analyst:** Yelena Khanina

# ANALYTICAL ENVIRONMENTAL SERVICES, INC.

## Bulk Sample Summary Report

NVLAP

Lab Code 102082-0

23-May-13

| | | | |
|---|---|---|---|
| Client Name: | **National Environmental Solutions, Inc.** | AES Job Number: | **1305G88** |
| Project Name: | **Delowe Apartments** | Project Number: | **2377** |

| Client ID | AES ID | Location | Asbestos Mineral Percentage | | | | | | Comments |
|---|---|---|---|---|---|---|---|---|---|
| | | | CH | AM | CR | AN | TR | AC | |
| SF-01-06 Layer: 1 | 1305G88-032A | 2377 # 4 Bath / Sheet Flooring | ND | ND | ND | ND | ND | ND | Vinyl |
| SF-01-06 Layer: 2 | 1305G88-032A | 2377 # 4 Bath / Sheet Flooring | ND | ND | ND | ND | ND | ND | Backing with glue |
| SF-01-07 Layer: 1 | 1305G88-033A | 2377 # 4 Kit. / Sheet Flooring | ND | ND | ND | ND | ND | ND | Vinyl |
| SF-01-07 Layer: 2 | 1305G88-033A | 2377 # 4 Kit. / Sheet Flooring | ND | ND | ND | ND | ND | ND | Backing with glue |
| SF-01-08 Layer: 1 | 1305G88-034A | 2377 # 4 Kit. / Sheet Flooring | ND | ND | ND | ND | ND | ND | Vinyl |
| SF-01-08 Layer: 2 | 1305G88-034A | 2377 # 4 Kit. / Sheet Flooring | ND | ND | ND | ND | ND | ND | Backing |

Note: CH=chrysotile, AM=amosite, CR=crocidolite, AC=actinolite, TR=tremolite, AN=anthophylite

For comments on the samples, see the individual analysis sheets.

ND = None Detected

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**QC Analyst:** Yelena Khanina

# ANALYTICAL ENVIRONMENTAL SERVICES, INC.

## Bulk Sample Summary Report

NVLAP Lab Code 102082-0

23-May-13

| | | | |
|---|---|---|---|
| Client Name: | **National Environmental Solutions, Inc.** | AES Job Number: | **1305G88** |
| Project Name: | **Delowe Apartments** | Project Number: | **2377** |

| Client ID | AES ID | Location | Asbestos Mineral Percentage | | | | | | Comments |
|---|---|---|---|---|---|---|---|---|---|
| | | | CH | AM | CR | AN | TR | AC | |
| SF-01-08<br>Layer: 3 | 1305G88-034A | 2377 # 4 Kit. / Sheet Flooring | ND | ND | ND | ND | ND | ND | Glue |
| SF-01-09<br>Layer: 1 | 1305G88-035A | 2377 # 3 Kit. / Sheet Flooring | ND | ND | ND | ND | ND | ND | Gray Vinyl |
| SF-01-09<br>Layer: 2 | 1305G88-035A | 2377 # 3 Kit. / Sheet Flooring | ND | ND | ND | ND | ND | ND | Backing with glue |
| SF-01-09<br>Layer: 1 | 1305G88-035B | 2377 # 3 Kit. / Sheet Flooring | ND | ND | ND | ND | ND | ND | Beige Vinyl |
| SF-01-09<br>Layer: 2 | 1305G88-035B | 2377 # 3 Kit. / Sheet Flooring | ND | ND | ND | ND | ND | ND | Backing with glue |
| SF-01-10<br>Layer: 1 | 1305G88-036A | 2377 # 3 Bath / Sheet Flooring | ND | ND | ND | ND | ND | ND | Vinyl |

Note: CH=chrysotile, AM=amosite, CR=crocidolite, AC=actinolite, TR=tremolite, AN=anthophylite

For comments on the samples, see the individual analysis sheets.

ND = None Detected

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## Bulk Sample Summary Report

NVLAP Lab Code 102082-0

23-May-13

| | | | |
|---|---|---|---|
| Client Name: | **National Environmental Solutions, Inc.** | AES Job Number: | **1305G88** |
| Project Name: | **Delowe Apartments** | Project Number: | **2377** |

| Client ID | AES ID | Location | Asbestos Mineral Percentage | | | | | | Comments |
|---|---|---|---|---|---|---|---|---|---|
| | | | CH | AM | CR | AN | TR | AC | |
| SF-01-10 Layer: 2 | 1305G88-036A | 2377 # 3 Bath / Sheet Flooring | ND | ND | ND | ND | ND | ND | Backing |
| SF-01-10 Layer: 3 | 1305G88-036A | 2377 # 3 Bath / Sheet Flooring | ND | ND | ND | ND | ND | ND | Glue |
| SF-01-11 Layer: 1 | 1305G88-037A | 2377 # 6 Kit. / Sheet Flooring | ND | ND | ND | ND | ND | ND | Vinyl |
| SF-01-11 Layer: 2 | 1305G88-037A | 2377 # 6 Kit. / Sheet Flooring | ND | ND | ND | ND | ND | ND | Backing |
| SF-01-11 Layer: 3 | 1305G88-037A | 2377 # 6 Kit. / Sheet Flooring | ND | ND | ND | ND | ND | ND | Glue |
| SF-01-12 Layer: 1 | 1305G88-038A | 2377 # 6 M. Bath / Sheet Flooring | ND | ND | ND | ND | ND | ND | Vinyl |

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**QC Analyst:** Yelena Khanina

# ANALYTICAL ENVIRONMENTAL SERVICES, INC.

## Bulk Sample Summary Report

NVLAP Lab Code 102082-0

23-May-13

| | | | |
|---|---|---|---|
| Client Name: | **National Environmental Solutions, Inc.** | AES Job Number: | **1305G88** |
| Project Name: | **Delowe Apartments** | Project Number: | **2377** |

| Client ID | AES ID | Location | Asbestos Mineral Percentage | | | | | | Comments |
|---|---|---|---|---|---|---|---|---|---|
| | | | CH | AM | CR | AN | TR | AC | |
| SF-01-12 Layer: 2 | 1305G88-038A | 2377 # 6 M. Bath / Sheet Flooring | ND | ND | ND | ND | ND | ND | Backing with glue |
| SF-01-13 Layer: 1 | 1305G88-039A | 2377 # 5 / Sheet Flooring | ND | ND | ND | ND | ND | ND | Vinyl |
| SF-01-13 Layer: 2 | 1305G88-039A | 2377 # 5 / Sheet Flooring | ND | ND | ND | ND | ND | ND | Backing with glue |
| SF-01-15 Layer: 1 | 1305G88-041A | 2377 # 5 / Sheet Flooring | ND | ND | ND | ND | ND | ND | Vinyl |
| SF-01-15 Layer: 2 | 1305G88-041A | 2377 # 5 / Sheet Flooring | ND | ND | ND | ND | ND | ND | Backing |
| SF-01-15 Layer: 3 | 1305G88-041A | 2377 # 5 / Sheet Flooring | ND | ND | ND | ND | ND | ND | Glue |

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# ANALYTICAL ENVIRONMENTAL SERVICES, INC.

## Bulk Sample Summary Report

NVLAP Lab Code 102082-0

23-May-13

| | | | |
|---|---|---|---|
| Client Name: | **National Environmental Solutions, Inc.** | AES Job Number: | **1305G88** |
| Project Name: | **Delowe Apartments** | Project Number: | **2377** |

| Client ID | AES ID | Location | Asbestos Mineral Percentage | | | | | | Comments |
|---|---|---|---|---|---|---|---|---|---|
| | | | CH | AM | CR | AN | TR | AC | |
| SF-01-16 Layer: 1 | 1305G88-042A | 2377 # 9 / Sheet Flooring | ND | ND | ND | ND | ND | ND | Gray Vinyl |
| SF-01-16 Layer: 2 | 1305G88-042A | 2377 # 9 / Sheet Flooring | ND | ND | ND | ND | ND | ND | Backing with glue |
| SF-01-16 Layer: 1 | 1305G88-042B | 2377 # 9 / Sheet Flooring | ND | ND | ND | ND | ND | ND | Beige Vinyl |
| SF-01-16 Layer: 2 | 1305G88-042B | 2377 # 9 / Sheet Flooring | ND | ND | ND | ND | ND | ND | Backing with glue |
| BM-01-01 Layer: 1 | 1305G88-043A | 2377 Exterior / Brick Mortar | ND | ND | ND | ND | ND | ND | |
| BM-01-02 Layer: 1 | 1305G88-044A | 2377 Exterior / Brick Mortar | ND | ND | ND | ND | ND | ND | |

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**Microanalyst:** Elena Ivanova

**QC Analyst:** Yelena Khanina

1 of 6 1305690

# CHAIN OF CUSTODY BULK ASBESTOS ANALYSIS


Your Company Name: National Environmental Solutions, Inc.
Street: 273 Quail Run
City/State: Sautee-Ga 30571

Verbal Results to: Doug or Beverly Campbell
Telephone #: 678.524.0203
Mobil #: 404.493.5418

Bill to: Beverly B Campbell
National Environmental Solutions, Inc.
273 Quail Run
Sautee-Ga 30571

Fax Results to: Beverly B Campbell
Fax #: 706.892.1226
E-mail Results: nationalenvironmental@msn.com


Relinquished: [signature]
Date/Time 5-17-13

Received: Latoya P 5/17/13 9:10am chain
Date/Time

Page 1 of 28

TURNAROUND TIME

○ 3 Hours ○ 6 Hours ○ 12 Hours ○ 1 Day ○ 2 Days ○ 5 Days ○ 6-10 Days

PLM Bulk
○ EPA 600/R-93/116
○ EPA Point Count
○ Other

Project Name/Number: DeloweApartments 2357

Special Instructions:

Site address: 13-1803

| H.A. | Samples (A, B, C) | H.A. Description | Location | Quantity | Friable Y/N | Condition Gd., Fr., Pr. |
|---|---|---|---|---|---|---|
| WS | 01-19 | * WALL SYSTEMS | 2357 | | | |
| | -20 | | #1 | | | |
| | -21 | | #3 | | | |
| | -22 | | #5 | | | |
| | -23 | | #6 | | | |
| | -24 | | #7 | | | |
| | -25 | | #9 | | | |
| | -26 | | #11 | | | |
| | -27 | | #12 | | | |
| WC | 01-06 | WINDOW CAULK | WINDOW | | | |

1305G90



## CHAIN OF CUSTODY BULK ASBESTOS ANALYSIS

| | | | |
|---|---|---|---|
| Your Company Name: | National Environmental Solutions, Inc. | Bill to: | Beverly B Campbell<br>National Environmental Solutions, Inc. |
| Street: | 273 Quail Run | | 273 Quail Run |
| City/State: | Sautee-Ga 30571 | | Sautee-Ga 30571 |
| Verbal Results to: | Doug or Beverly Campbell | Fax Results to: | Beverly B Campbell |
| Telephone #: | 678.524.0203 | Fax #: | 706.892.1226 |
| Mobil #: | 404.493.5418 | E-mail Results: | nationalenvironmental@msn.com |

Relinquished: [signature] Date/Time 5-17-13 /

Received: [signature] P 5/17/13 9:10am chris Date/Time /

TURNAROUND TIME

O 3 Hours O 6 Hours O 12 Hours O 1 Day O 2 Days O 5 Days O 8-10 Days

PLM Bulk
- O EPA 600/R-93/116
- O EPA Point Count
- O Other

Project Name/Number: DeloweApartments 2357

Special Instructions:

Site address: 13-1803

| H.A. | Samples (A, B, C) | H.A. Description | Location | Quantity | Friable Y/N | Condition Gd., Fr., Pr. |
|---|---|---|---|---|---|---|
| CT | 01-01 | Ceiling Texture | 2357 #1 bath | | | |
| | -02 | | #1 bath | | | |
| | -03 | | #3 Toilet | | | |
| | -04 | | #4 bath | | | |
| | -05 | | #6 | | | |
| | -06 | | #6 | | | |
| | -07 | | #7 | | | |
| | -08 | | #8 | | | |
| | -09 | | #9 | | | |
| | -10 | * | | | | |

3 of 6

1305690



## CHAIN OF CUSTODY BULK ASBESTOS ANALYSIS

Your Company Name: National Environmental Solutions, Inc.
Street: 273 Quail Run
City/State: Sautee-Ga 30571

Verbal Results to: Doug or Beverly Campbell
Telephone #: 678.524.0203
Mobil #: 404.493.5418

Bill to: Beverly B Campbell
National Environmental Solutions, Inc.
273 Quail Run
Sautee-Ga 30571

Fax Results to: Beverly B Campbell
Fax #: 706.892.1226
E-mail Results: nationalenvironmental@msn.com

Relinquished: [signature]
Date/Time: 5-17-13

Received: [signature] P 5/17/13 9:10am
Date/Time: [illegible]

TURNAROUND TIME

○ 3 Hours ○ 6 Hours ○ 12 Hours ○ 1 Day ○ 2 Days ○ 5 Days ○ 8-10 Days

PLM Bulk
○ EPA 600/R-93/116
○ EPA Point Count
○ Other

Project Name/Number: DeloweApartments 2357

Special Instructions:

Site address: 13-1803

| H.A. | Samples (A, B, C) | H.A. Description | Location | | Quantity | Friable Y/N | Condition Gd., Fr., Pr. |
|---|---|---|---|---|---|---|---|
| CT | 01-11 | Ceiling Texture | 2357 | #11 | | | |
| ↓ | -12 | ↓ | ↓ | #12 | | | |
| ↓ | -13 | ↓ | ↓ | #13 | | | |
| KD | 01-01 | Knock Down - WALLS | ↓ | #10 | | | |
| ↓ | -02 | ↓ | ↓ | #13 | | | |
| PC | 01-01 | Popcorn Ceiling | ↓ | #10 | | | |
| RS | 01-11 | Roof Shingles | ↓ | Roof | | | |
| ↓ | -12 | ↓ | ↓ | ↓ | | | |
| ↓ | -13 | ↓ | ↓ | ↓ | | | |
| ↓ | -14 | ↓ | ↓ | ↓ | | | |

4 of 6

1305690



## CHAIN OF CUSTODY BULK ASBESTOS ANALYSIS

| | | | |
|---|---|---|---|
| Your Company Name: | National Environmental Solutions, Inc. | Bill to: | Beverly B Campbell<br>National Environmental Solutions, Inc. |
| Street: | 273 Quail Run | | 273 Quail Run |
| City/State: | Sautee-Ga 30571 | | Sautee-Ga 30571 |
| Verbal Results to: | Doug or Beverly Campbell | Fax Results to: | Beverly B Campbell |
| Telephone #: | 678.524.0203 | Fax #: | 706.892.1226 |
| Mobil #: | 404.493.5418 | E-mail Results: | nationalenvironmental@msn.com |

Relinquished: _____ Date/Time 5-17-13

Received: Latoya P 5/17/13 9:10am Date/Time _____

TURNAROUND TIME

O 3 Hours O 6 Hours O 12 Hours O 1 Day O 2 Days O 5 Days O 6-10 Days

PLM Bulk
- O EPA 600/R-93/116
- O EPA Point Count
- O Other _____

Project Name/Number: DeloweApartments 2357

Special Instructions: _____

Site address: 13-1803

| H.A. | Samples (A, B, C) | H.A. Description | Location | Quantity | Friable Y/N | Condition Gd., Fr., Pr. |
|---|---|---|---|---|---|---|
| RF | 01-10 | Roof Felt | 2357 | | | |
| ↓ | -11 | ↓ | ↓ | | | |
| ↓ | -12 | ↓ | ↓ | | | |
| FF | 01-0 | Flooring Felt | Shower pan | | | |
| ↓ | -02 | ↓ | ↓ | | | |
| FT | 01-12 | Floor tile | #1 bath | | | |
| CF | 01-03 | Concrete Flooring | | | | |
| LC | 01-03 | Lightweight Concrete | | | | |
| ↓ | -04 | ↓ | ↓ | | | |
| SF | 01-41 | Sheet Flooring | #2 | | | |

5 of 6

1305G90

# CHAIN OF CUSTODY BULK ASBESTOS ANALYSIS

| | | | |
|---|---|---|---|
| Your Company Name: | National Environmental Solutions, Inc. | Bill to: | Beverly B Campbell<br>National Environmental Solutions, Inc.<br>273 Quail Run<br>Sautee-Ga 30571 |
| Street: | 273 Quail Run | | |
| City/State: | Sautee-Ga 30571 | | |
| Verbal Results to: | Doug or Beverly Campbell | Fax Results to: | Beverly B Campbell |
| Telephone #: | 678.524.0203 | Fax #: | 706.892.1228 |
| Mobil #: | 404.493.5418 | E-mail Results: | nationalenvironmental@msn.com |

Relinquished: [signature]
Date/Time 5-17-13

Received: Cattaya P 5/17/13 9:10am [illegible]
Date/Time

TURNAROUND TIME

○ 3 Hours ○ 6 Hours ○ 12 Hours ○ 1 Day ○ 2 Days ○ 5 Days ○ 6-10 Days

PLM Bulk
○ EPA 600/R-93/116
○ EPA Point Count
○ Other

Project Name/Number: DeloweApartments 2357

Special Instructions:

Site address: 13-1803

| H.A. | Samples (A, B, C) | H.A. Description | Location | Quantity | Friable Y/N | Condition Gd., Fr., Pr. |
|---|---|---|---|---|---|---|
| SF | 01-42 | Sheet Flooring | 2357 #2 | | | |
| | -43 | | #8 | | | |
| | -44 | | #8 kit. | | | |
| | -45 | | #9 | | | |
| | -46 | | #9 kit | | | |
| | -47 | | #9 | | | |
| | -48 | | #9 hallbath | | | |
| | -49 | | #9 | | | |
| | -50 | | #11 | | | |
| | -51 | | #10 | | | |

1305G90

# CHAIN OF CUSTODY BULK ASBESTOS ANALYSIS



| | | | |
|---|---|---|---|
| Your Company Name: | National Environmental Solutions, Inc. | Bill to: Beverly B Campbell<br>National Environmental Solutions, Inc. | Relinquished: |
| Street: | 273 Quail Run | 273 Quail Run | Date/Time 5/17/13 |
| City/State: | Sautee-Ga 30571 | Sautee-Ga 30571 | Received: Latoya P 5/17/13 9:10am |
| Verbal Results to: | Doug or Beverly Campbell | Fax Results to: Beverly B Campbell | Date/Time |
| Telephone #: | 678.524.0203 | Fax #: 706.892.1226 | |
| Mobil #: | 404.493.5418 | E-mail Results: nationalenvironmental@msn.com | |

TURNAROUND TIME

O 3 Hours O 6 Hours O 12 Hours O 1 Day O 2 Days O 5 Days O 6-10 Days

PLM Bulk
- O EPA 600/R-93/116
- O EPA Point Count
- O Other

Project Name/Number: DeloweApartments 2357

Special Instructions:

Site address: 13-1803

| H.A. | Samples (A, B, C) | H.A. Description | Location | Quantity | Friable Y/N | Condition Gd., Fr., Pr. |
|---|---|---|---|---|---|---|
| SF | 01-52 | Sheet Flooring | 2357 #10 | | | |
| ↓ | -53 | ↓ | ↓ #10 bath | | | |
| ↓ | -54 | ↓ | ↓ #10 | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |

## Analytical Environmental Services, Inc

**Date:** 23-May-13

**Client:** National Environmental Solutions, Inc.
**Project:** Delowe Apartments
**Lab ID:** 1305G90

# Case Narrative

Samples WS-01-19 and CT-01-10 were listed on the Chain of Custody but were not received.

Samples SF-01-44 and SF-01-46 had two types of flooring each. The client will be charged for 2 extra samples.

# ANALYTICAL ENVIRONMENTAL SERVICES, INC.

## Bulk Sample Summary Report

NVLAP Lab Code 102082-0

23-May-13

| | | | |
|---|---|---|---|
| Client Name: | **National Environmental Solutions, Inc.** | AES Job Number: | **1305G90** |
| Project Name: | **Delowe Apartments** | Project Number: | **2357** |

| Client ID | AES ID | Location | Asbestos Mineral Percentage | | | | | | Comments |
|---|---|---|---|---|---|---|---|---|---|
| | | | CH | AM | CR | AN | TR | AC | |
| WS-01-20 Layer: 1 | 1305G90-002A | 2357 #1 / Wall Systems | ND | ND | ND | ND | ND | ND | |
| WS-01-20 Layer: 2 | 1305G90-002A | 2357 #1 / Wall Systems | ND | ND | ND | ND | ND | ND | |
| WS-01-21 Layer: 1 | 1305G90-003A | 2357 #3 / Wall Systems | 2 | ND | ND | ND | ND | ND | Paint included as binder |
| WS-01-21 Layer: 2 | 1305G90-003A | 2357 #3 / Wall Systems | ND | ND | ND | ND | ND | ND | |
| WS-01-21 Layer: 3 | 1305G90-003A | 2357 #3 / Wall Systems | ND | ND | ND | ND | ND | ND | |
| WS-01-22 Layer: 1 | 1305G90-004A | 2357 #5 / Wall Systems | 2 | ND | ND | ND | ND | ND | Paint included as binder |

Note: CH=chrysotile, AM=amosite, CR=crocidolite, AC=actinolite, TR=tremolite, AN=anthophylite

For comments on the samples, see the individual analysis sheets.

ND = None Detected

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These test results apply only to those samples actually tested, as submitted by the client. All percentages are reported by visually estimated volume.

PLM is not consistently reliable in detecting small concentrations of asbestos in floor tiles and similar nonfriable materials, quantitative TEM is currently the only method that can be used to determine conclusive asbestos content.

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**Microanalyst:** Elena Ivanova

**QC Analyst:** Yelena Khanina

# ANALYTICAL ENVIRONMENTAL SERVICES, INC.

## Bulk Sample Summary Report

NVLAP

Lab Code 102082-0

23-May-13

| | | | |
|---|---|---|---|
| Client Name: | **National Environmental Solutions, Inc.** | AES Job Number: | **1305G90** |
| Project Name: | **Delowe Apartments** | Project Number: | **2357** |

| Client ID | AES ID | Location | Asbestos Mineral Percentage | | | | | | Comments |
|---|---|---|---|---|---|---|---|---|---|
| | | | CH | AM | CR | AN | TR | AC | |
| WS-01-22 Layer: 2 | 1305G90-004A | 2357 #5 / Wall Systems | ND | ND | ND | ND | ND | ND | |
| WS-01-22 Layer: 3 | 1305G90-004A | 2357 #5 / Wall Systems | ND | ND | ND | ND | ND | ND | |
| WS-01-23 Layer: 1 | 1305G90-005A | 2357 #6 / Wall Systems | 2 | ND | ND | ND | ND | ND | Paint included as binder |
| WS-01-23 Layer: 2 | 1305G90-005A | 2357 #6 / Wall Systems | ND | ND | ND | ND | ND | ND | |
| WS-01-23 Layer: 3 | 1305G90-005A | 2357 #6 / Wall Systems | ND | ND | ND | ND | ND | ND | |
| WS-01-24 Layer: 1 | 1305G90-006A | 2357 #7 / Wall Systems | ND | ND | ND | ND | ND | ND | |

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For comments on the samples, see the individual analysis sheets.

ND = None Detected

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**Microanalyst:** Elena Ivanova

**QC Analyst:** Yelena Khanina

# ANALYTICAL ENVIRONMENTAL SERVICES, INC.

## Bulk Sample Summary Report

NVLAP

Lab Code 102082-0

23-May-13

| | | | |
|---|---|---|---|
| Client Name: | **National Environmental Solutions, Inc.** | AES Job Number: | **1305G90** |
| Project Name: | **Delowe Apartments** | Project Number: | **2357** |

| Client ID | AES ID | Location | Asbestos Mineral Percentage | | | | | | Comments |
|---|---|---|---|---|---|---|---|---|---|
| | | | CH | AM | CR | AN | TR | AC | |
| WS-01-24<br>Layer: 2 | 1305G90-006A | 2357 #7 / Wall Systems | ND | ND | ND | ND | ND | ND | |
| WS-01-24<br>Layer: 3 | 1305G90-006A | 2357 #7 / Wall Systems | ND | ND | ND | ND | ND | ND | |
| WS-01-25<br>Layer: 1 | 1305G90-007A | 2357 #9 / Wall Systems | 2 | ND | ND | ND | ND | ND | Paint included as binder |
| WS-01-25<br>Layer: 2 | 1305G90-007A | 2357 #9 / Wall Systems | ND | ND | ND | ND | ND | ND | |
| WS-01-25<br>Layer: 3 | 1305G90-007A | 2357 #9 / Wall Systems | ND | ND | ND | ND | ND | ND | |
| WS-01-26<br>Layer: 1 | 1305G90-008A | 2357 #11 / Wall Systems | 2 | ND | ND | ND | ND | ND | Paint included as binder |

Note: CH=chrysotile, AM=amosite, CR=crocidolite, AC=actinolite, TR=tremolite, AN=anthophylite

For comments on the samples, see the individual analysis sheets.

ND = None Detected

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**QC Analyst:** Yelena Khanina

# ANALYTICAL ENVIRONMENTAL SERVICES, INC.

## Bulk Sample Summary Report

NVLAP®

Lab Code 102082-0

23-May-13

| | | | |
|---|---|---|---|
| Client Name: | **National Environmental Solutions, Inc.** | AES Job Number: | **1305G90** |
| Project Name: | **Delowe Apartments** | Project Number: | **2357** |

| Client ID | AES ID | Location | Asbestos Mineral Percentage | | | | | | Comments |
|---|---|---|---|---|---|---|---|---|---|
| | | | CH | AM | CR | AN | TR | AC | |
| WS-01-26<br>Layer: 2 | 1305G90-008A | 2357 #11 / Wall Systems | ND | ND | ND | ND | ND | ND | |
| WS-01-26<br>Layer: 3 | 1305G90-008A | 2357 #11 / Wall Systems | ND | ND | ND | ND | ND | ND | |
| WS-01-27<br>Layer: 1 | 1305G90-009A | 2357 #12 / Wall Systems | 2 | ND | ND | ND | ND | ND | Paint included as binder |
| WS-01-27<br>Layer: 2 | 1305G90-009A | 2357 #12 / Wall Systems | ND | ND | ND | ND | ND | ND | |
| WS-01-27<br>Layer: 3 | 1305G90-009A | 2357 #12 / Wall Systems | ND | ND | ND | ND | ND | ND | |
| WC-01-06<br>Layer: 1 | 1305G90-010A | 2357 Window / Window Caulk | ND | ND | ND | ND | ND | ND | Paint included as binder |

Note: CH=chrysotile, AM=amosite, CR=crocidolite, AC=actinolite, TR=tremolite, AN=anthophylite

For comments on the samples, see the individual analysis sheets.

ND = None Detected

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**QC Analyst:** Yelena Khanina

# ANALYTICAL ENVIRONMENTAL SERVICES, INC.

## Bulk Sample Summary Report

NVLAP

Lab Code 102082-0

23-May-13

| | | | |
|---|---|---|---|
| Client Name: | **National Environmental Solutions, Inc.** | AES Job Number: | **1305G90** |
| Project Name: | **Delowe Apartments** | Project Number: | **2357** |

| Client ID | AES ID | Location | Asbestos Mineral Percentage | | | | | | Comments |
|---|---|---|---|---|---|---|---|---|---|
| | | | CH | AM | CR | AN | TR | AC | |
| WC-01-06<br>Layer: 2 | 1305G90-010A | 2357 Window / Window Caulk | ND | ND | ND | ND | ND | ND | |
| CT-01-01<br>Layer: 1 | 1305G90-011A | 2357 #1 Bath / Ceiling Texture | ND | ND | ND | ND | ND | ND | Paint included as binder |
| CT-01-01<br>Layer: 2 | 1305G90-011A | 2357 #1 Bath / Ceiling Texture | ND | ND | ND | ND | ND | ND | |
| CT-01-02<br>Layer: 1 | 1305G90-012A | 2357 #1 Bath / Ceiling Texture | ND | ND | ND | ND | ND | ND | Paint included as binder |
| CT-01-02<br>Layer: 2 | 1305G90-012A | 2357 #1 Bath / Ceiling Texture | ND | ND | ND | ND | ND | ND | |
| CT-01-03<br>Layer: 1 | 1305G90-013A | 2357 #3 T'out / Ceiling Texture | <1 | ND | ND | ND | ND | ND | Paint included as binder |

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For comments on the samples, see the individual analysis sheets.

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**QC Analyst:** Yelena Khanina

# ANALYTICAL ENVIRONMENTAL SERVICES, INC.

## Bulk Sample Summary Report

NVLAP

Lab Code 102082-0

23-May-13

| | | | |
|---|---|---|---|
| Client Name: | **National Environmental Solutions, Inc.** | AES Job Number: | **1305G90** |
| Project Name: | **Delowe Apartments** | Project Number: | **2357** |

| Client ID | AES ID | Location | Asbestos Mineral Percentage | | | | | | Comments |
|---|---|---|---|---|---|---|---|---|---|
| | | | CH | AM | CR | AN | TR | AC | |
| CT-01-03 Layer: 2 | 1305G90-013A | 2357 #3 T'out / Ceiling Texture | 2 | ND | ND | ND | ND | ND | Paint included as binder |
| CT-01-03 Layer: 3 | 1305G90-013A | 2357 #3 T'out / Ceiling Texture | ND | ND | ND | ND | ND | ND | |
| CT-01-03 Layer: 4 | 1305G90-013A | 2357 #3 T'out / Ceiling Texture | ND | ND | ND | ND | ND | ND | |
| CT-01-04 Layer: 1 | 1305G90-014A | 2357 #4 Batch / Ceiling Texture | ND | ND | ND | ND | ND | ND | Paint included as binder |
| CT-01-04 Layer: 2 | 1305G90-014A | 2357 #4 Batch / Ceiling Texture | ND | ND | ND | ND | ND | ND | |
| CT-01-05 Layer: 1 | 1305G90-015A | 2357 #6 - Ceiling Texture | ND | ND | ND | ND | ND | ND | Paint included as binder |

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For comments on the samples, see the individual analysis sheets.

ND = None Detected

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**QC Analyst:** Yelena Khanina

# ANALYTICAL ENVIRONMENTAL SERVICES, INC.

## Bulk Sample Summary Report

NVLAP Lab Code 102082-0

23-May-13

| | | | |
|---|---|---|---|
| Client Name: | **National Environmental Solutions, Inc.** | AES Job Number: | **1305G90** |
| Project Name: | **Delowe Apartments** | Project Number: | **2357** |

| Client ID | AES ID | Location | Asbestos Mineral Percentage | | | | | | Comments |
|---|---|---|---|---|---|---|---|---|---|
| | | | CH | AM | CR | AN | TR | AC | |
| CT-01-05 Layer: 2 | 1305G90-015A | 2357 #6 - Ceiling Texture | ND | ND | ND | ND | ND | ND | |
| CT-01-05 Layer: 3 | 1305G90-015A | 2357 #6 - Ceiling Texture | ND | ND | ND | ND | ND | ND | |
| CT-01-06 Layer: 1 | 1305G90-016A | 2357 #6 - Ceiling Texture | ND | ND | ND | ND | ND | ND | Paint included as binder |
| CT-01-06 Layer: 2 | 1305G90-016A | 2357 #6 - Ceiling Texture | ND | ND | ND | ND | ND | ND | |
| CT-01-06 Layer: 3 | 1305G90-016A | 2357 #6 - Ceiling Texture | ND | ND | ND | ND | ND | ND | |
| CT-01-07 Layer: 1 | 1305G90-017A | 2357 #7 - Ceiling Texture | ND | ND | ND | ND | ND | ND | Paint included as binder |

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**Microanalyst:** Elena Ivanova

**QC Analyst:** Yelena Khanina

# ANALYTICAL ENVIRONMENTAL SERVICES, INC.

## Bulk Sample Summary Report

NVLAP

Lab Code 102082-0

23-May-13

| | | | |
|---|---|---|---|
| Client Name: | **National Environmental Solutions, Inc.** | AES Job Number: | **1305G90** |
| Project Name: | **Delowe Apartments** | Project Number: | **2357** |

| Client ID | AES ID | Location | Asbestos Mineral Percentage | | | | | | Comments |
|---|---|---|---|---|---|---|---|---|---|
| | | | CH | AM | CR | AN | TR | AC | |
| CT-01-07 Layer: 2 | 1305G90-017A | 2357 #7 - Ceiling Texture | 2 | ND | ND | ND | ND | ND | Paint included as binder |
| CT-01-07 Layer: 3 | 1305G90-017A | 2357 #7 - Ceiling Texture | ND | ND | ND | ND | ND | ND | |
| CT-01-07 Layer: 4 | 1305G90-017A | 2357 #7 - Ceiling Texture | ND | ND | ND | ND | ND | ND | |
| CT-01-08 Layer: 1 | 1305G90-018A | 2357 #8 - Ceiling Texture | ND | ND | ND | ND | ND | ND | Paint included as binder |
| CT-01-08 Layer: 2 | 1305G90-018A | 2357 #8 - Ceiling Texture | ND | ND | ND | ND | ND | ND | |
| CT-01-08 Layer: 3 | 1305G90-018A | 2357 #8 - Ceiling Texture | ND | ND | ND | ND | ND | ND | |

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# ANALYTICAL ENVIRONMENTAL SERVICES, INC.

## Bulk Sample Summary Report

NVLAP Lab Code 102082-0

23-May-13

| | | | |
|---|---|---|---|
| Client Name: | **National Environmental Solutions, Inc.** | AES Job Number: | **1305G90** |
| Project Name: | **Delowe Apartments** | Project Number: | **2357** |

| Client ID | AES ID | Location | Asbestos Mineral Percentage | | | | | | Comments |
|---|---|---|---|---|---|---|---|---|---|
| | | | CH | AM | CR | AN | TR | AC | |
| CT-01-09 Layer: 1 | 1305G90-019A | 2357 #9 - Ceiling Texture | ND | ND | ND | ND | ND | ND | Paint included as binder |
| CT-01-09 Layer: 2 | 1305G90-019A | 2357 #9 - Ceiling Texture | ND | ND | ND | ND | ND | ND | |
| CT-01-09 Layer: 3 | 1305G90-019A | 2357 #9 - Ceiling Texture | ND | ND | ND | ND | ND | ND | |
| CT-01-11 Layer: 1 | 1305G90-021A | 2357 #11 / Ceiling Texture | ND | ND | ND | ND | ND | ND | Paint included as binder |
| CT-01-11 Layer: 2 | 1305G90-021A | 2357 #11 / Ceiling Texture | 2 | ND | ND | ND | ND | ND | Paint included as binder |
| CT-01-11 Layer: 3 | 1305G90-021A | 2357 #11 / Ceiling Texture | ND | ND | ND | ND | ND | ND | |

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# ANALYTICAL ENVIRONMENTAL SERVICES, INC.

## Bulk Sample Summary Report

NVLAP®

Lab Code 102082-0

23-May-13

| | | | |
|---|---|---|---|
| Client Name: | **National Environmental Solutions, Inc.** | AES Job Number: | **1305G90** |
| Project Name: | **Delowe Apartments** | Project Number: | **2357** |

| Client ID | AES ID | Location | Asbestos Mineral Percentage | | | | | | Comments |
|---|---|---|---|---|---|---|---|---|---|
| | | | CH | AM | CR | AN | TR | AC | |
| CT-01-11<br>Layer: 4 | 1305G90-021A | 2357 #11 / Ceiling Texture | ND | ND | ND | ND | ND | ND | |
| CT-01-12<br>Layer: 1 | 1305G90-022A | 2357 #12 / Ceiling Texture | ND | ND | ND | ND | ND | ND | Paint included as binder |
| CT-01-12<br>Layer: 2 | 1305G90-022A | 2357 #12 / Ceiling Texture | ND | ND | ND | ND | ND | ND | |
| CT-01-12<br>Layer: 3 | 1305G90-022A | 2357 #12 / Ceiling Texture | ND | ND | ND | ND | ND | ND | |
| CT-01-13<br>Layer: 1 | 1305G90-023A | 2357 #13 / Ceiling Texture | ND | ND | ND | ND | ND | ND | Paint included as binder |
| CT-01-13<br>Layer: 2 | 1305G90-023A | 2357 #13 / Ceiling Texture | ND | ND | ND | ND | ND | ND | |

Note: CH=chrysotile, AM=amosite, CR=crocidolite, AC=actinolite, TR=tremolite, AN=anthophylite

For comments on the samples, see the individual analysis sheets.

ND = None Detected

AES,Inc. is accredited by NIST's National Voluntary Laboratory Accreditation Program (NVLAP) for Polarized Light Microscopy (PLM) analysis, Lab Code 102082-0. All analyses performed in accordance with EPA "Interim Method for the Determination of Asbestos in Bulk Insulation Samples" (EPA 600/M4-82-020), 1982 as found in 40 CFR, Part 763, Appendix E to Subpart E and "Method for the Determination of Asbestos in Bulk Building Materials" (EPA/600/R-93/116), 1993.

These test results apply only to those samples actually tested, as submitted by the client. All percentages are reported by visually estimated volume.

PLM is not consistently reliable in detecting small concentrations of asbestos in floor tiles and similar nonfriable materials, quantitative TEM is currently the only method that can be used to determine conclusive asbestos content.

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**Microanalyst:** Elena Ivanova

**QC Analyst:** Yelena Khanina

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| Project Name: | **Delowe Apartments** | Project Number: | **2357** |

| Client ID | AES ID | Location | Asbestos Mineral Percentage | | | | | | Comments |
|---|---|---|---|---|---|---|---|---|---|
| | | | CH | AM | CR | AN | TR | AC | |
| KD-01-01 Layer: 1 | 1305G90-024A | 2357 #10 / Knock Down - Walls | ND | ND | ND | ND | ND | ND | Paint included as binder |
| KD-01-01 Layer: 2 | 1305G90-024A | 2357 #10 / Knock Down - Walls | ND | ND | ND | ND | ND | ND | |
| KD-01-01 Layer: 3 | 1305G90-024A | 2357 #10 / Knock Down - Walls | ND | ND | ND | ND | ND | ND | |
| KD-01-02 Layer: 1 | 1305G90-025A | 2357 #13 / Knock Down - Walls | ND | ND | ND | ND | ND | ND | Paint included as binder |
| KD-01-02 Layer: 2 | 1305G90-025A | 2357 #13 / Knock Down - Walls | ND | ND | ND | ND | ND | ND | |
| KD-01-02 Layer: 3 | 1305G90-025A | 2357 #13 / Knock Down - Walls | ND | ND | ND | ND | ND | ND | |

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| Client ID | AES ID | Location | Asbestos Mineral Percentage | | | | | | Comments |
|---|---|---|---|---|---|---|---|---|---|
| | | | CH | AM | CR | AN | TR | AC | |
| PC-01-01 Layer: 1 | 1305G90-026A | 2357 #10 / Popcron Ceiling | ND | ND | ND | ND | ND | ND | Paint included as binder |
| PC-01-01 Layer: 2 | 1305G90-026A | 2357 #10 / Popcron Ceiling | 2 | ND | ND | ND | ND | ND | Paint included as binder |
| PC-01-01 Layer: 3 | 1305G90-026A | 2357 #10 / Popcron Ceiling | ND | ND | ND | ND | ND | ND | |
| PC-01-01 Layer: 4 | 1305G90-026A | 2357 #10 / Popcron Ceiling | ND | ND | ND | ND | ND | ND | |
| RS-01-11 Layer: 1 | 1305G90-027A | 2357 Roof / Roof Shingles | ND | ND | ND | ND | ND | ND | |
| RS-01-12 Layer: 1 | 1305G90-028A | 2357 Roof / Roof Shingles | ND | ND | ND | ND | ND | ND | |

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| Project Name: | **Delowe Apartments** | Project Number: | **2357** |

| Client ID | AES ID | Location | Asbestos Mineral Percentage | | | | | | Comments |
|---|---|---|---|---|---|---|---|---|---|
| | | | CH | AM | CR | AN | TR | AC | |
| RS-01-13<br>Layer: 1 | 1305G90-029A | 2357 Roof / Roof Shingles | ND | ND | ND | ND | ND | ND | |
| RS-01-14<br>Layer: 1 | 1305G90-030A | 2357 Roof / Roof Shingles | ND | ND | ND | ND | ND | ND | |
| RF-01-10<br>Layer: 1 | 1305G90-031A | 2357 / Roof Felt | ND | ND | ND | ND | ND | ND | |
| RF-01-11<br>Layer: 1 | 1305G90-032A | 2357 / Roof Felt | ND | ND | ND | ND | ND | ND | |
| RF-01-12<br>Layer: 1 | 1305G90-033A | 2357 / Roof Felt | ND | ND | ND | ND | ND | ND | |
| FF-01-01<br>Layer: 1 | 1305G90-034A | 2357 Shower Pan / Flooring Felt | ND | ND | ND | ND | ND | ND | |

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| Client ID | AES ID | Location | Asbestos Mineral Percentage | | | | | | Comments |
|---|---|---|---|---|---|---|---|---|---|
| | | | CH | AM | CR | AN | TR | AC | |
| FF-01-02<br>Layer: 1 | 1305G90-035A | 2357 Shower Pan / Flooring Felt | ND | ND | ND | ND | ND | ND | |
| FT-01-12<br>Layer: 1 | 1305G90-036A | 2357 #1 Bath / Floor Tile | ND | ND | ND | ND | ND | ND | |
| FT-01-12<br>Layer: 2 | 1305G90-036A | 2357 #1 Bath / Floor Tile | ND | ND | ND | ND | ND | ND | |
| CF-01-03<br>Layer: 1 | 1305G90-037A | 2357 / Concrete Flooring | ND | ND | ND | ND | ND | ND | |
| LC-01-03<br>Layer: 1 | 1305G90-038A | 2357 / Lightweight Conrete | ND | ND | ND | ND | ND | ND | |
| LC-01-04<br>Layer: 1 | 1305G90-039A | 2357 / Lightweight Conrete | ND | ND | ND | ND | ND | ND | Paint included as binder |

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| Client ID | AES ID | Location | Asbestos Mineral Percentage | | | | | | Comments |
|---|---|---|---|---|---|---|---|---|---|
| | | | CH | AM | CR | AN | TR | AC | |
| LC-01-04 Layer: 2 | 1305G90-039A | 2357 / Lightweight Conrete | ND | ND | ND | ND | ND | ND | |
| SF-01-41 Layer: 1 | 1305G90-040A | 2357 #2 / Sheet Flooring | ND | ND | ND | ND | ND | ND | Vinyl |
| SF-01-41 Layer: 2 | 1305G90-040A | 2357 #2 / Sheet Flooring | ND | ND | ND | ND | ND | ND | Backing |
| SF-01-41 Layer: 3 | 1305G90-040A | 2357 #2 / Sheet Flooring | ND | ND | ND | ND | ND | ND | Glue |
| SF-01-42 Layer: 1 | 1305G90-041A | 2357 #2 / Sheet Flooring | ND | ND | ND | ND | ND | ND | Vinyl |
| SF-01-42 Layer: 2 | 1305G90-041A | 2357 #2 / Sheet Flooring | ND | ND | ND | ND | ND | ND | Backing |

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| Client ID | AES ID | Location | Asbestos Mineral Percentage | | | | | | Comments |
|---|---|---|---|---|---|---|---|---|---|
| | | | CH | AM | CR | AN | TR | AC | |
| SF-01-42<br>Layer: 3 | 1305G90-041A | 2357 #2 / Sheet Flooring | ND | ND | ND | ND | ND | ND | Glue |
| SF-01-43<br>Layer: 1 | 1305G90-042A | 2357 #8 / Sheet Flooring | ND | ND | ND | ND | ND | ND | Floor Tile with glue |
| SF-01-44<br>Layer: 1 | 1305G90-043A | 2357 #8 Kit. / Sheet Flooring | ND | ND | ND | ND | ND | ND | Gray Vinyl |
| SF-01-44<br>Layer: 2 | 1305G90-043A | 2357 #8 Kit. / Sheet Flooring | ND | ND | ND | ND | ND | ND | Backing with glue |
| SF-01-44<br>Layer: 1 | 1305G90-043B | 2357 #8 Kit. / Sheet Flooring | ND | ND | ND | ND | ND | ND | Beige Vinyl |
| SF-01-44<br>Layer: 2 | 1305G90-043B | 2357 #8 Kit. / Sheet Flooring | ND | ND | ND | ND | ND | ND | Backing with glue |

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| Client ID | AES ID | Location | Asbestos Mineral Percentage | | | | | | Comments |
|---|---|---|---|---|---|---|---|---|---|
| | | | CH | AM | CR | AN | TR | AC | |
| SF-01-45 Layer: 1 | 1305G90-044A | 2357 #9 / Sheet Flooring | ND | ND | ND | ND | ND | ND | Vinyl |
| SF-01-45 Layer: 2 | 1305G90-044A | 2357 #9 / Sheet Flooring | ND | ND | ND | ND | ND | ND | Backing |
| SF-01-45 Layer: 3 | 1305G90-044A | 2357 #9 / Sheet Flooring | ND | ND | ND | ND | ND | ND | Glue |
| SF-01-46 Layer: 1 | 1305G90-045A | 2357 #9 Kit. / Sheet Flooring | ND | ND | ND | ND | ND | ND | Gray Vinyl |
| SF-01-46 Layer: 2 | 1305G90-045A | 2357 #9 Kit. / Sheet Flooring | ND | ND | ND | ND | ND | ND | Backing with glue |
| SF-01-46 Layer: 1 | 1305G90-045B | 2357 #9 Kit. / Sheet Flooring | ND | ND | ND | ND | ND | ND | Beige Vinyl |

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|---|---|---|---|---|---|---|---|---|---|
| | | | CH | AM | CR | AN | TR | AC | |
| SF-01-46 Layer: 2 | 1305G90-045B | 2357 #9 Kit. / Sheet Flooring | ND | ND | ND | ND | ND | ND | Backing with glue |
| SF-01-47 Layer: 1 | 1305G90-046A | 2357 #9 / Sheet Flooring | ND | ND | ND | ND | ND | ND | Vinyl with glue |
| SF-01-48 Layer: 1 | 1305G90-047A | 2357 #9 Hall Bath / Sheet Flooring | ND | ND | ND | ND | ND | ND | Vinyl |
| SF-01-48 Layer: 2 | 1305G90-047A | 2357 #9 Hall Bath / Sheet Flooring | ND | ND | ND | ND | ND | ND | Backing |
| SF-01-48 Layer: 3 | 1305G90-047A | 2357 #9 Hall Bath / Sheet Flooring | ND | ND | ND | ND | ND | ND | Glue |
| SF-01-49 Layer: 1 | 1305G90-048A | 2357 #9 / Sheet Flooring | ND | ND | ND | ND | ND | ND | Vinyl |

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|---|---|---|---|---|---|---|---|---|---|
| | | | CH | AM | CR | AN | TR | AC | |
| SF-01-49<br>Layer: 2 | 1305G90-048A | 2357 #9 / Sheet Flooring | ND | ND | ND | ND | ND | ND | Backing |
| SF-01-49<br>Layer: 3 | 1305G90-048A | 2357 #9 / Sheet Flooring | ND | ND | ND | ND | ND | ND | Glue |
| SF-01-50<br>Layer: 1 | 1305G90-049A | 2357 #11 / Sheet Flooring | ND | ND | ND | ND | ND | ND | Vinyl |
| SF-01-50<br>Layer: 2 | 1305G90-049A | 2357 #11 / Sheet Flooring | ND | ND | ND | ND | ND | ND | Backing with glue |
| SF-01-51<br>Layer: 1 | 1305G90-050A | 2357 #10 / Sheet Flooring | ND | ND | ND | ND | ND | ND | Vinyl |
| SF-01-51<br>Layer: 2 | 1305G90-050A | 2357 #10 / Sheet Flooring | ND | ND | ND | ND | ND | ND | Backing with glue |

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| Client ID | AES ID | Location | Asbestos Mineral Percentage | | | | | | Comments |
|---|---|---|---|---|---|---|---|---|---|
| | | | CH | AM | CR | AN | TR | AC | |
| SF-01-52 Layer: 1 | 1305G90-051A | 2357 #10 / Sheet Flooring | ND | ND | ND | ND | ND | ND | Vinyl |
| SF-01-52 Layer: 2 | 1305G90-051A | 2357 #10 / Sheet Flooring | ND | ND | ND | ND | ND | ND | Backing |
| SF-01-52 Layer: 3 | 1305G90-051A | 2357 #10 / Sheet Flooring | ND | ND | ND | ND | ND | ND | Glue |
| SF-01-53 Layer: 1 | 1305G90-052A | 2357 #10 Bath / Sheet Flooring | ND | ND | ND | ND | ND | ND | Vinyl |
| SF-01-53 Layer: 2 | 1305G90-052A | 2357 #10 Bath / Sheet Flooring | ND | ND | ND | ND | ND | ND | Backing |
| SF-01-53 Layer: 3 | 1305G90-052A | 2357 #10 Bath / Sheet Flooring | ND | ND | ND | ND | ND | ND | Glue |

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**Microanalyst:** Elena Ivanova

**QC Analyst:** Yelena Khanina

# ANALYTICAL ENVIRONMENTAL SERVICES, INC.

## Bulk Sample Summary Report

NVLAP

Lab Code 102082-0

23-May-13

| | | | |
|---|---|---|---|
| Client Name: | **National Environmental Solutions, Inc.** | AES Job Number: | **1305G90** |
| Project Name: | **Delowe Apartments** | Project Number: | **2357** |

| Client ID | AES ID | Location | Asbestos Mineral Percentage | | | | | | Comments |
|---|---|---|---|---|---|---|---|---|---|
| | | | CH | AM | CR | AN | TR | AC | |
| SF-01-54 Layer: 1 | 1305G90-053A | 2357 #10 / Sheet Flooring | ND | ND | ND | ND | ND | ND | Backing with glue |
| SF-01-54 Layer: 2 | 1305G90-053A | 2357 #10 / Sheet Flooring | ND | ND | ND | ND | ND | ND | Vinyl |
| SF-01-54 Layer: 3 | 1305G90-053A | 2357 #10 / Sheet Flooring | ND | ND | ND | ND | ND | ND | Backing with glue |

Note: CH=chrysotile, AM=amosite, CR=crocidolite, AC=actinolite, TR=tremolite, AN=anthophylite

For comments on the samples, see the individual analysis sheets.

ND = None Detected

AES,Inc. is accredited by NIST's National Voluntary Laboratory Accreditation Program (NVLAP) for Polarized Light Microscopy (PLM) analysis, Lab Code 102082-0. All analyses performed in accordance with EPA "Interim Method for the Determination of Asbestos in Bulk Insulation Samples" (EPA 600/M4-82-020), 1982 as found in 40 CFR, Part 763, Appendix E to Subpart E and "Method for the Determination of Asbestos in Bulk Building Materials" (EPA/600/R-93/116), 1993.

These test results apply only to those samples actually tested, as submitted by the client. All percentages are reported by visually estimated volume. PLM is not consistently reliable in detecting small concentrations of asbestos in floor tiles and similar nonfriable materials, quantitative TEM is currently the only method that can be used to determine conclusive asbestos content.

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**Microanalyst:** Elena Ivanova

**QC Analyst:** Yelena Khanina

# ANALYTICAL ENVIRONMENTAL SERVICES, INC.

3785 Presidential Pkwy., Atlanta, GA 30340-3704
(770) 457-8177 / Toll Free (800) 972-4889 / Fax (770) 457-8188

## CHAIN OF CUSTODY
## BULK ASBESTOS ANALYSIS

1305653

Client Name: NESI
Address: POB 220
City, State, Zip: Suwee, GA.
Contact: Beverly Campbell
Sampler's Name: Scott Anglin

Phone: ( )
Fax: ( )
Project Name:
Project Number: 13-1803
Sampling Date: 5-8-13

| | Sample ID | Sample Location/Description | Analysis Requested | Turnaround Time | Comments | For AES Use Only |
|---|---|---|---|---|---|---|
| 1 | FT-01-09 | Floor tile | PLM | Standard | | |
| 2 | WS-01-24 | WALL Systems | ↓ | ↓ | | |
| 3 | CT-01-07 | Ceiling Texture | ↓ | ↓ | | |
| 4 | | | | | | |
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Relinquished by: [signature] Date/Time: 5-8-13 / 3:00 pm
Received by: Date/Time:
Relinquished by: Date/Time:
Received by: Date/Time:

FOR LAB USE ONLY

Lab Recipient [signature] Date/Time: 5/8/13 Method of Shipment 3:00

# ANALYTICAL ENVIRONMENTAL SERVICES, INC.

## Bulk Sample Summary Report

NVLAP

Lab Code 102082-0

8-May-13

| | | | |
|---|---|---|---|
| Client Name: | **National Environmental Solutions, Inc.** | AES Job Number: | **1305653** |
| Project Name: | | Project Number: | **13-803** |

| Client ID | AES ID | Location | Asbestos Mineral Percentage | | | | | | Comments |
|---|---|---|---|---|---|---|---|---|---|
| | | | CH | AM | CR | AN | TR | AC | |
| FT-01-09 Layer: 1 | 1305653-001A | Floor Tile | ND | ND | ND | ND | ND | ND | Floor Tile |
| FT-01-09 Layer: 2 | 1305653-001A | Floor Tile | ND | ND | ND | ND | ND | ND | Glue |
| WS-01-24 Layer: 1 | 1305653-002A | Wall Systems | ND | ND | ND | ND | ND | ND | Paint included as binder |
| WS-01-24 Layer: 2 | 1305653-002A | Wall Systems | ND | ND | ND | ND | ND | ND | |
| WS-01-24 Layer: 3 | 1305653-002A | Wall Systems | ND | ND | ND | ND | ND | ND | |
| CT-01-07 Layer: 1 | 1305653-003A | Ceiling Texture | ND | ND | ND | ND | ND | ND | Paint included as binder |

Note: CH=chrysotile, AM=amosite, CR=crocidolite, AC=actinolite, TR=tremolite, AN=anthophylite

For comments on the samples, see the individual analysis sheets.

ND = None Detected

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These test results apply only to those samples actually tested, as submitted by the client. All percentages are reported by visually estimated volume.

PLM is not consistently reliable in detecting small concentrations of asbestos in floor tiles and similar nonfriable materials, quantitative TEM is currently the only method that can be used to determine conclusive asbestos content.

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**Microanalyst:** Elena Ivanova

**QC Analyst:** Yelena Khanina

# ANALYTICAL ENVIRONMENTAL SERVICES, INC.

## Bulk Sample Summary Report

NVLAP Lab Code 102082-0

8-May-13

Client Name: **National Environmental Solutions, Inc.** AES Job Number: **1305653**

Project Name: Project Number: **13-803**

| Client ID | AES ID | Location | Asbestos Mineral Percentage | | | | | | Comments |
|---|---|---|---|---|---|---|---|---|---|
| | | | CH | AM | CR | AN | TR | AC | |
| CT-01-07 Layer: 2 | 1305653-003A | Ceiling Texture | 2 | ND | ND | ND | ND | ND | Paint included as binder |
| CT-01-07 Layer: 3 | 1305653-003A | Ceiling Texture | ND | ND | ND | ND | ND | ND | |
| CT-01-07 Layer: 4 | 1305653-003A | Ceiling Texture | ND | ND | ND | ND | ND | ND | |

Note: CH=chrysotile, AM=amosite, CR=crocidolite, AC=actinolite, TR=tremolite, AN=anthophylite

For comments on the samples, see the individual analysis sheets.

ND = None Detected

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**Microanalyst:** Elena Ivanova

**QC Analyst:** Yelena Khanina

# ANALYTICAL ENVIRONMENTAL SERVICES, INC.

3785 Presidential Pkwy., Atlanta, GA 30340-3704
(770) 457-8177 / Toll Free (800) 972-4889 / Fax (770) 457-8188

## CHAIN OF CUSTODY
## BULK ASBESTOS ANALYSIS

1305685

Client Name: NESI
Address: POB 220
City, State, Zip: Sautee GA.
Contact : Beverly Campbell
Sampler's Name: Scott Anglin

Phone: ( )
Fax: ( )
Project Name:
Project Number: 13-1803
Sampling Date: 5-8-13

| | Sample ID | Sample Location/Description | Analysis Requested | Turnaround Time | Comments | For AES Use Only |
|---|---|---|---|---|---|---|
| 1 | SF-01-28 | Sheet Flooring | PLM | Same day | 2367 #2 | |
| 2 | FT-01-03 | Floor Tile | " | " | 2377 #4 | |
| 3 | WS-01-09 | Wall Systems | " | " | 2357 #2 | |
| 4 | | | | | | |
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Relinquished by: [signature] Date/Time: 5-9-13 / 8:25 a
Received by: Date/Time:
Relinquished by: Date/Time:
Received by: Date/Time:

FOR LAB USE ONLY
Lab Recipient [signature] Date/Time: 5/9/13 Method of Shipment 8:25 a

# ANALYTICAL ENVIRONMENTAL SERVICES, INC.

## Bulk Sample Summary Report

NVLAP Lab Code 102082-0

9-May-13

Client Name: **National Environmental Solutions, Inc.** AES Job Number: **1305685**

Project Name: Project Number: **13-1803**

| Client ID | AES ID | Location | Asbestos Mineral Percentage | | | | | | Comments |
|---|---|---|---|---|---|---|---|---|---|
| | | | CH | AM | CR | AN | TR | AC | |
| SF-01-28 Layer: 1 | 1305685-001A | Sheet Flooring | ND | ND | ND | ND | ND | ND | Vinyl |
| SF-01-28 Layer: 2 | 1305685-001A | Sheet Flooring | ND | ND | ND | ND | ND | ND | Backing with glue |
| FT-01-03 Layer: 1 | 1305685-002A | Floor Tile | ND | ND | ND | ND | ND | ND | Floor Tile |
| FT-01-03 Layer: 2 | 1305685-002A | Floor Tile | ND | ND | ND | ND | ND | ND | Glue |
| FT-01-03 Layer: 3 | 1305685-002A | Floor Tile | ND | ND | ND | ND | ND | ND | Leveling Compound |
| WS-01-19 Layer: 1 | 1305685-003A | Wall Systems | ND | ND | ND | ND | ND | ND | Paint included as binder |

Note: CH=chrysotile, AM=amosite, CR=crocidolite, AC=actinolite, TR=tremolite, AN=anthophylite

For comments on the samples, see the individual analysis sheets.

ND = None Detected

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These test results apply only to those samples actually tested, as submitted by the client. All percentages are reported by visually estimated volume.

PLM is not consistently reliable in detecting small concentrations of asbestos in floor tiles and similar nonfriable materials, quantitative TEM is currently the only method that can be used to determine conclusive asbestos content.

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**Microanalyst:** Elena Ivanova

**QC Analyst:** Yelena Khanina

# ANALYTICAL ENVIRONMENTAL SERVICES, INC.

## Bulk Sample Summary Report

NVLAP

Lab Code 102082-0

9-May-13

Client Name: **National Environmental Solutions, Inc.** AES Job Number: **1305685**

Project Name: Project Number: **13-1803**

| Client ID | AES ID | Location | Asbestos Mineral Percentage | | | | | | Comments |
|---|---|---|---|---|---|---|---|---|---|
| | | | CH | AM | CR | AN | TR | AC | |
| WS-01-19 Layer: 2 | 1305685-003A | Wall Systems | ND | ND | ND | ND | ND | ND | |
| WS-01-19 Layer: 3 | 1305685-003A | Wall Systems | ND | ND | ND | ND | ND | ND | |

Note: CH=chrysotile, AM=amosite, CR=crocidolite, AC=actinolite, TR=tremolite, AN=anthophylite

For comments on the samples, see the individual analysis sheets.

ND = None Detected

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These test results apply only to those samples actually tested, as submitted by the client. All percentages are reported by visually estimated volume. PLM is not consistently reliable in detecting small concentrations of asbestos in floor tiles and similar nonfriable materials, quantitative TEM is currently the only method that can be used to determine conclusive asbestos content.

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**Microanalyst:** Elena Ivanova

**QC Analyst:** Yelena Khanina

**ATLANTA**
Corporate Headquarters
3945 Lakefield Court
Suwanee, GA 30024
(770) 866-3200 FAX (770) 866-3259

MAS

May 20, 2013

Beverly Campbell
National Environmental Solutions, Inc.
273 Quail Run
Sautee, GA 30571

RE: PLM Sample Analysis
Delowe Dr.
13-1803

Dear Ms Campbell:

Enclosed is a summary and the analysis of the 15 samples which were delivered to MAS, LLC. on May 17, 2013. It was requested that we analyze these samples using polarized light microscopy (PLM) to determine the percentage of asbestos.

The samples were analyzed in accordance with EPA document 600/R-93/116, 'Method for the Determination of Asbestos in Bulk Building Materials' and/or EPA document 600/M4-82-020, 'Interim Method for the Determination of Asbestos in Bulk Insulation Samples'. These analysis results relate only to the specific items analyzed. Any partial reproduction of the Bulk Analysis Report may not be made without the consent of MAS, LLC. This report may not be used to imply product endorsement or certification by MAS, LLC., the National Voluntary Laboratory Accreditation Program, EPA, or the U.S. Government.

Materials Analytical Services appreciates this opportunity to have been of service to you. We look forward to working with you on future projects.

Sincerely,

William B. Egeland, P.G.

Enc. M57376

MAS, LLC
3945 LAKEFIELD COURT
SUWANEE, GA 30024
(770) 866-3200

**Client:** National Environmental Solutions, Inc.
**Job Name:** 13-1803
**Job Number:** Delowe Dr.
**Reviewer:** _____

## Summary of Results of analysis by Polarized Light Microscopy (PLM)

| CLIENT # | MAS ID # - SPL # | COMMENTS | MATERIAL | ANALYSIS |
|---|---|---|---|---|
| WS-01-05 | M57376- 001 | X = Materials detected. No asbestos observed in associated tape or drywall debris. | wall systems/2367 #2 | 5% Chrysotile |
| WS-01-45 | M57376- 002 | X = Materials detected. | wall systems/2337 #2 | NO ASBESTOS OBSERVED |
| WS-01-51 | M57376- 003 | X = Materials detected. | wall systems/2337 #7 | NO ASBESTOS OBSERVED |
| WS-01-52 | M57376- 004 | X = Materials detected. | wall systems/2337 #8 | NO ASBESTOS OBSERVED |
| SF-01-14 | M57376- 005 | X = Materials detected. | sheet flooring/#6 | NO ASBESTOS OBSERVED |
| SF-01-40 | M57376- 006 | X = Materials detected. | sheet flooring/2357 #2 | NO ASBESTOS OBSERVED |
| SF-02-01 | M57376- 007 | X = Materials detected. | sheet flooring/2367 | NO ASBESTOS OBSERVED |
| CT-01-15 | M57376- 008a | X = Materials detected. | ceiling texture/2347 #9 | NO ASBESTOS OBSERVED |
| CT-01-15 | M57376- 008b | X = Materials detected. No asbestos observed in associated drywall debris. | ceiling texture/2347 #9-2nd layer | 7% Chrysotile |
| WC-01-04 | M57376- 009 | X = Materials detected. | window caulk/2367 | NO ASBESTOS OBSERVED |
| WC-01-05 | M57376- 010 | X = Materials detected. | window caulk/2367 | NO ASBESTOS OBSERVED |
| RS-01-09 | M57376- 011 | X = Materials detected. | roof shingle/2367 | NO ASBESTOS OBSERVED |
| RF-01-09 | M57376- 012 | X = Materials detected. | roof felt/2357 | NO ASBESTOS OBSERVED |
| RF-01-17 | M57376- 013 | X = Materials detected. | roof felt/2337 | NO ASBESTOS OBSERVED |
| RF-01-18 | M57376- 014 | X = Materials detected. | roof felt/2337 | NO ASBESTOS OBSERVED |
| BM-01-05 | M57376- 015 | X = Materials detected. | brick mortar/exterior | NO ASBESTOS OBSERVED |

The samples were analyzed in accordance with EPA document 600/R-93/116, "Method for the Determination of Asbestos in Bulk Building Materials" and/or EPA document 600/M4-82-020, "Interim Method for the Determination of Asbestos in Bulk Insulation Samples". The method detection limit is 1% unless otherwise stated. This report relates only to items tested as received, and may not be used to claim endorsement or certification by MAS, LLC, the National Voluntary Laboratory Accreditation Program, EPA, or the U.S. Government. This report may not be reproduced except in full without the approval of MAS, LLC, (NVLAP Lab Code 101235-0).

M57376

# Bulk Sample Chain-of-Custody

MAS

Report to: Beverly Campbell
Client: NEST
Address: POB 220
Sautee, GA. 30571
Invoice to: SAME
678-780-9535

Email 1: Scott@nationalenvironmentalsolutions.com
Email 2:
Email 3:
Project No.: 13-1803
Location: Delowe Dr.

Materials Analytical Services, 3945 Lakefield Ct., Suwanee, Georgia 30024 (770)866-3200

| Sample # | Sample Date | Description | Sample Type | Comments |
|---|---|---|---|---|
| WS-01-05 | 5-8-13 | WALL SYSTEMS / 2367 #2 | BULK | |
| -45 | 5-9-13 | 2337 #2 | | |
| -51 | | 2337 #7 | | |
| -52 | | 2337 #8 | | |
| SF-01-14 | | Sheet Flooring / #6 | | |
| -40 | 5-8-13 | 2357 #2 | | |
| -02-01 | | 2367 | | |
| CT-01-15 | 5-9-13 | Ceiling Texture / 2347 #9 | | |
| WC-01-04 | 5-8-13 | WINDOW CAULK / 2367 | | |
| -05 | | | | |
| RS-01-09 | | Roof Shingle / 2367 | | |
| RF-01-09 | | Roof Felt / 2357 | | |
| -17 | 5-9-13 | 2337 | | |
| -18 | | | | |
| BM-01-05 | | Brick Mortar / Exterior | | |
| | | | | |
| | | | | |
| | | | | |

Sampled by: Scott Angle
Turnaround Time: ____ standard or ____ rush

Relinquished by:
Received: D Sears
Date: 5-17-13

plm

**MAS, LLC**
**3945 LAKEFIELD COURT**
**SUWANEE, GA 30024**
**(770) 866-3200**

MAS



**Client:** National Environmental Solutions, Inc.
**Job Name:** 13-1803
**Job Number:** Delowe Dr.
**NVLAP Lab Code:** 101235-0 **Client Sample Containers:** 15
**Total Layers Analyzed:** 16

**Reviewer:** _____

**Summary of Results of analysis by Polarized Light Microscopy (PLM)**

| *CLIENT # MATERIAL* | MAS ID | % of SAMPLE | ANALYST | DATE | ANALYSIS | % of LAYER |
|---|---|---|---|---|---|---|
| ***WS-01-05*** | | | | | | |
| ***wall systems/2367 #2*** | | | | | | |
| | M57376 - 001 | 100 | Paul Hess | 5/20/2013 | | |
| | | | | | **Chrysotile** | **5** |
| | | | | | Cellulose -ribbony | Trace |
| | | | | | Opaques | X |
| | | | | | Mica | X |
| | | | | | Mineral grains | X |
| | | | | | Binder | X |
| NOTES | Off-white paint and compound on golden fine grained compopund X = Materials detected. No asbestos observed in associated tape or drywall debris. | | | | | |
| ***WS-01-45*** | | | | | | |
| ***wall systems/2337 #2*** | | | | | | |
| | M57376 - 002 | 100 | Paul Hess | 5/20/2013 | **NO ASBESTOS OBSERVED** | |
| | | | | | Cellulose -ribbony | 15 |
| | | | | | Opaques | X |
| | | | | | Mica | X |
| | | | | | Mineral grains | X |
| | | | | | Binder | X |
| NOTES | Paint on white fine grained compound with drywall debris X = Materials detected. | | | | | |
| ***WS-01-51*** | | | | | | |
| ***wall systems/2337 #7*** | | | | | | |
| | M57376 - 003 | 100 | Paul Hess | 5/20/2013 | **NO ASBESTOS OBSERVED** | |
| | | | | | Cellulose -ribbony | 15 |
| | | | | | Opaques | X |
| | | | | | Mica | X |
| | | | | | Mineral grains | X |
| | | | | | Binder | X |
| NOTES | Paint on white fine grained compound withtape and drywall debris X = Materials detected. | | | | | |

The samples were analyzed in accordance with EPA document 600/R-93/116, "Method for the Determination of Asbestos in Bulk Building Materials" and/or EPA document 600/M4-82-020, "Interim Method for the Determination of Asbestos in Bulk Insulation Samples". The method detection limit is 1% unless otherwise stated. This report relates only to items tested as received, and may not be used to claim endorsement or certification by MAS, LLC, the National Voluntary Laboratory Accreditation Program, EPA, or the U.S. Government. This report may not be reproduced except in full without the approval of MAS, LLC, (NVLAP Lab Code 101235-0).

NVLAP
NVLAP LAB CODE 101235-0

**MAS, LLC**
**3945 LAKEFIELD COURT**
**SUWANEE, GA 30024**
**(770) 866-3200**



**Client:** National Environmental Solutions, Inc.
**Job Name:** 13-1803
**Job Number:** Delowe Dr.
**NVLAP Lab Code:** 101235-0

**Summary of Results of analysis by Polarized Light Microscopy (PLM)**

| *CLIENT # MATERIAL* | MAS ID | % of SAMPLE | ANALYST | DATE | ANALYSIS | % of LAYER |
|---|---|---|---|---|---|---|
| ***WS-01-52*** | | | | | | |
| ***wall systems/2337 #8*** | | | | | | |
| | M57376 - 004 | 100 | Paul Hess | 5/20/2013 | **NO ASBESTOS OBSERVED** | |
| | | | | | Cellulose -ribbony | 12 |
| | | | | | Opaques | X |
| | | | | | Mica | X |
| | | | | | Mineral grains | X |
| | | | | | Binder | X |
| NOTES White fine grained compound and drywall debris X = Materials detected. | | | | | | |
| ***SF-01-14*** | | | | | | |
| ***sheet flooring/#6*** | | | | | | |
| | M57376 - 005 | 100 | Paul Hess | 5/20/2013 | **NO ASBESTOS OBSERVED** | |
| | | | | | Cellulose -ribbony | 10 |
| | | | | | Fib glass -isotropic | 4 |
| | | | | | Synthetic foam | X |
| | | | | | Opaques | X |
| | | | | | Mineral grains | X |
| | | | | | Binder | X |
| NOTES Mottled beige vinyl on foam with backing X = Materials detected. | | | | | | |
| ***SF-01-40*** | | | | | | |
| ***sheet flooring/2357 #2*** | | | | | | |
| | M57376 - 006 | 100 | Paul Hess | 5/20/2013 | **NO ASBESTOS OBSERVED** | |
| | | | | | Cellulose -ribbony | 10 |
| | | | | | Fib glass -isotropic | 4 |
| | | | | | Synthetic foam | X |
| | | | | | Opaques | X |
| | | | | | Mineral grains | X |
| | | | | | Binder | X |
| NOTES Mottled beige vinyl on foam with backing X = Materials detected. | | | | | | |

The samples were analyzed in accordance with EPA document 600/R-93/116, "Method for the Determination of Asbestos in Bulk Building Materials" and/or EPA document 600/M4-82-020, "Interim Method for the Determination of Asbestos in Bulk Insulation Samples". The method detection limit is 1% unless otherwise stated. This report relates only to items tested as received, and may not be used to claim endorsement or certification by MAS, LLC, the National Voluntary Laboratory Accreditation Program, EPA, or the U.S. Government. This report may not be reproduced except in full without the approval of MAS, LLC, (NVLAP Lab Code 101235-0).

NVLAP
NVLAP LAB CODE 101235-0

MAS, LLC
3945 LAKEFIELD COURT
SUWANEE, GA 30024
(770) 866-3200



**Client:** National Environmental Solutions, Inc.
**Job Name:** 13-1803
**Job Number:** Delowe Dr.
**NVLAP Lab Code:** 101235-0

**Summary of Results of analysis by Polarized Light Microscopy (PLM)**

| *CLIENT #* / *MATERIAL* | MAS ID | % of SAMPLE | ANALYST | DATE | ANALYSIS | % of LAYER |
|---|---|---|---|---|---|---|
| ***SF-02-01*** | | | | | | |
| ***sheet flooring/2367*** | | | | | | |
| | M57376 - 007 | 100 | Paul Hess | 5/20/2013 | **NO ASBESTOS OBSERVED** | |
| | | | | | Cellulose -ribbony | 12 |
| | | | | | Fib glass -isotropic | 4 |
| | | | | | Synthetic foam | X |
| | | | | | Opaques | X |
| | | | | | Mineral grains | X |
| | | | | | Binder | X |
| NOTES Mottled beige, tan and gray vinyl linoleums with amber yellow adhesive X = Materials detected. | | | | | | |
| ***CT-01-15*** | | | | | | |
| ***ceiling texture/2347 #9*** | | | | | | |
| | M57376 - 008a | 100 | Paul Hess | 5/20/2013 | **NO ASBESTOS OBSERVED** | |
| | | | | | Opaques | X |
| | | | | | Mica | X |
| | | | | | Mineral grains | X |
| | | | | | Binder | X |
| NOTES Textured white fine grained compound X = Materials detected. | | | | | | |
| ***CT-01-15*** | | | | | | |
| ***ceiling texture/2347 #9-2nd layer*** | | | | | | |
| | M57376 - 008b | 100 | Paul Hess | 5/20/2013 | | |
| | | | | | **Chrysotile** | 7 |
| | | | | | Opaques | X |
| | | | | | Mineral grains | X |
| | | | | | Binder | X |
| NOTES Off-white fine grained compound X = Materials detected. No asbestos observed in associated drywall debris. | | | | | | |

The samples were analyzed in accordance with EPA document 600/R-93/116, "Method for the Determination of Asbestos in Bulk Building Materials" and/or EPA document 600/M4-82-020, "Interim Method for the Determination of Asbestos in Bulk Insulation Samples". The method detection limit is 1% unless otherwise stated. This report relates only to items tested as received, and may not be used to claim endorsement or certification by MAS, LLC, the National Voluntary Laboratory Accreditation Program, EPA, or the U.S. Government. This report may not be reproduced except in full without the approval of MAS, LLC, (NVLAP Lab Code 101235-0).

MAS, LLC
3945 LAKEFIELD COURT
SUWANEE, GA 30024
(770) 866-3200



**Client:** National Environmental Solutions, Inc.
**Job Name:** 13-1803
**Job Number:** Delowe Dr.
**NVLAP Lab Code:** 101235-0

## Summary of Results of analysis by Polarized Light Microscopy (PLM)

| *CLIENT #* / *MATERIAL* | MAS ID | % of SAMPLE | ANALYST | DATE | ANALYSIS | % of LAYER |
|---|---|---|---|---|---|---|
| ***WC-01-04*** ***window caulk/2367*** | M57376 - 009 | 100 | Paul Hess | 5/20/2013 | **NO ASBESTOS OBSERVED** | |
| | | | | | Opaques | X |
| | | | | | Mineral grains | X |
| | | | | | Binder | X |
| NOTES White paint on pliable beige compound X = Materials detected. | | | | | | |
| ***WC-01-05*** ***window caulk/2367*** | M57376 - 010 | 100 | Paul Hess | 5/20/2013 | **NO ASBESTOS OBSERVED** | |
| | | | | | Opaques | X |
| | | | | | Mineral grains | X |
| | | | | | Binder | X |
| NOTES White paint on pliable beige compound X = Materials detected. | | | | | | |
| ***RS-01-09*** ***roof shingle/2367*** | M57376 - 011 | 100 | Paul Hess | 5/20/2013 | **NO ASBESTOS OBSERVED** | |
| | | | | | Cellulose -ribbony | Trace |
| | | | | | Fib glass -isotropic | 18 |
| | | | | | Binder | X |
| NOTES Granules in tar with glass fibers X = Materials detected. | | | | | | |
| ***RF-01-09*** ***roof felt/2357*** | M57376 - 012 | 100 | Paul Hess | 5/20/2013 | **NO ASBESTOS OBSERVED** | |
| | | | | | Cellulose -ribbony | 55 |
| | | | | | Synthetic -melts | 3 |
| | | | | | Binder | X |
| NOTES Tarry felt debris X = Materials detected. | | | | | | |

The samples were analyzed in accordance with EPA document 600/R-93/116, "Method for the Determination of Asbestos in Bulk Building Materials" and/or EPA document 600/M4-82-020, "Interim Method for the Determination of Asbestos in Bulk Insulation Samples". The method detection limit is 1% unless otherwise stated. This report relates only to items tested as received, and may not be used to claim endorsement or certification by MAS, LLC, the National Voluntary Laboratory Accreditation Program, EPA, or the U.S. Government. This report may not be reproduced except in full without the approval of MAS, LLC, (NVLAP Lab Code 101235-0).

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**Client:** National Environmental Solutions, Inc.
**Job Name:** 13-1803
**Job Number:** Delowe Dr.
**NVLAP Lab Code:** 101235-0

**Summary of Results of analysis by Polarized Light Microscopy (PLM)**

| *CLIENT #* / *MATERIAL* | MAS ID | % of SAMPLE | ANALYST | DATE | ANALYSIS | % of LAYER |
|---|---|---|---|---|---|---|
| ***RF-01-17*** ***roof felt/2337*** | M57376 - 013 | 100 | Paul Hess | 5/20/2013 | **NO ASBESTOS OBSERVED** | |
| | | | | | Cellulose -ribbony | 55 |
| | | | | | Synthetic -melts | 3 |
| | | | | | Binder | X |
| NOTES Tarry felt debris X = Materials detected. | | | | | | |
| ***RF-01-18*** ***roof felt/2337*** | M57376 - 014 | 100 | Paul Hess | 5/20/2013 | **NO ASBESTOS OBSERVED** | |
| | | | | | Cellulose -ribbony | 55 |
| | | | | | Synthetic -melts | 3 |
| | | | | | Binder | X |
| NOTES Tarry felt debris X = Materials detected. | | | | | | |
| ***BM-01-05*** ***brick mortar/exterior*** | M57376 - 015 | 100 | Paul Hess | 5/20/2013 | **NO ASBESTOS OBSERVED** | |
| | | | | | Opaques | X |
| | | | | | Mineral grains | X |
| | | | | | Binder | X |
| NOTES Yellowish paint on grayish cementitious compound X = Materials detected. | | | | | | |

The samples were analyzed in accordance with EPA document 600/R-93/116, "Method for the Determination of Asbestos in Bulk Building Materials" and/or EPA document 600/M4-82-020, "Interim Method for the Determination of Asbestos in Bulk Insulation Samples". The method detection limit is 1% unless otherwise stated. This report relates only to items tested as received, and may not be used to claim endorsement or certification by MAS, LLC, the National Voluntary Laboratory Accreditation Program, EPA, or the U.S. Government. This report may not be reproduced except in full without the approval of MAS, LLC, (NVLAP Lab Code 101235-0).

# SECTION 11

# APPENDICES

General Decision Number: GA130051 07/19/2013 GA51

Superseded General Decision Number: GA20120111

State: Georgia

Construction Type: Residential

County: Fulton County in Georgia.

RESIDENTIAL CONSTRUCTION PROJECTS (Consists of single family homes and apartments up to and including 4 stories)

| Modification Number | Publication Date |
|---|---|
| 0 | 01/04/2013 |
| 1 | 04/26/2013 |
| 2 | 07/19/2013 |

* ENGI0926-009 07/01/2013

| | Rates | Fringes |
|---|---|---|
| Operating Engineers: | | |
| Backhoe, Compactor, and Loader | $ 23.39 | 10.13 |

* ENGI0926-014 07/01/2013

| | Rates | Fringes |
|---|---|---|
| Operating Engineer: | | |
| Bulldozer | $ 23.39 | 10.13 |

PLAS0148-004 07/01/2012

| | Rates | Fringes |
|---|---|---|
| CEMENT MASON/CONCRETE FINISHER | $ 22.50 | 6.59 |

SHEE0085-006 08/01/2011

| | Rates | Fringes |
|---|---|---|
| SHEET METAL WORKER (including HVAC duct installation) | | |
| Buildings over 100,000 square feet | $ 29.70 | 13.41 |
| Buildings up to 100,000 square feet | $ 25.49 | 11.73 |

FOOTNOTE: Work on swinging stages, boatswains chairs or scaffolds, booms, or scissors lifts over 50 ft. high: $1.25 per hour additional.

SUGA2008-095 08/14/2008

| | Rates | Fringes |
|---|---|---|

| | |
|---|---|
| BRICKLAYER.....$ 13.83 | 0.00 |
| CARPENTER, Excludes Drywall Hanging, and Form Work.....$ 12.00 | 0.00 |
| DRYWALL FINISHER/TAPER.....$ 13.45 | 0.00 |
| DRYWALL HANGER.....$ 11.42 | 0.00 |
| ELECTRICIAN, Includes Installation of Alarms.....$ 11.57 | 0.00 |
| FORM WORKER.....$ 8.50 | 0.16 |
| HVAC MECHANIC (HVAC Pipe Installation).....$ 11.14 | 0.00 |
| LABORER: Common or General.....$ 10.09 | 0.00 |
| LABORER: Mason Tender.....$ 8.00 | 0.00 |
| OPERATOR: Excavator.....$ 8.96 | 0.00 |
| PAINTER: Brush, Roller and Spray, Excludes Drywall Finishing/Taping.....$ 10.57 | 0.00 |
| PLUMBER, Excludes HVAC Pipe Installation.....$ 11.53 | 0.00 |
| ROOFER.....$ 11.50 | 0.00 |
| TILE SETTER.....$ 11.07 | 0.00 |
| TRUCK DRIVER.....$ 12.13 | 0.00 |

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters , PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable , i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

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WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial

contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION